



City of Hampton, VA Meeting Minutes City Council

22 Lincoln Street
Hampton, VA 23669
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*W. H. "Billy" Hobbs, Jr.
Will Moffett
Chris Snead*

*Christopher G. Stuart
Donnie R. Tuck
George E. Wallace
Molly Joseph Ward, Mayor*

*Staff:
Mary Bunting, City Manager
Cynthia Hudson, City Attorney
Katherine K. Glass, CMC, Clerk of Council*

Wednesday, July 11, 2012

7:11 PM

Council Chambers, 8th Floor, City Hall

CALL TO ORDER/ROLL CALL

MOLLY JOSEPH WARD PRESIDED

PRESENT: W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace

INVOCATION - Councilman W. H. "Billy" Hobbs, Jr.

PLEDGE OF ALLEGIANCE TO FLAG

MAYOR'S COMMENTS

Mayor Ward welcomed everyone to the evening meeting.

1. 12-0298 Update on the State of Transportation in the Commonwealth

Mayor Ward introduced Executive Director of the Hampton Roads Transportation Planning Organization (HRTPO) Mr. Dwight L. Farmer to update Council on the state of transportation in the Commonwealth. She thanked Mr. Farmer for coming and noted he has been visiting many municipalities in the area. She explained the HRTPO in the Commonwealth is facing huge challenges and as part of the education process and in order for the public to understand how dire the circumstances are, Councils all over the Commonwealth, particularly the Hampton Roads region, are being presented with this information.

Mr. Farmer noted Hampton is one of the first localities to request the presentation. He then stated that he was delighted to make the presentation and answer any questions. A copy of Mr. Farmer's presentation is attached to the minutes.

Mr. Farmer stated Virginia is 13th from the bottom in terms of average gas tax and fees when compared to other States in the U.S. as depicted on slide 2 of the presentation. He then stated Virginia is next to lowest in terms of percentage of transportation funds

used for new highway construction. He noted the latest information for that statistic was from 2009.

Mr. Farmer clarified that the General Assembly and the Commonwealth of Virginia have not modified its revenue stream for transportation or added to its revenue stream since a special session was held in the fall of 1986.

Mr. Farmer stated slide 5 gives an important perspective regarding what has taken place over the last 20 years. During a special session, a fund called the Transportation Trust Fund was created to do capital improvements. The Highway Maintenance and Operating Fund on slide 5 was the old fund and prior to 1986, it did everything including capital improvements, operating and maintenance. The special session generated monies dedicated essentially for capital improvements. As shown on slide 5, the operating fund through 2002 had a surplus that was transferred from the Highway Maintenance and Operating Fund to the Transportation Trust Fund for capital improvements. In 2002, the Highway Maintenance and Operating Fund was inadequate. Funds had to start flowing, initially at around \$50 million per year, for the State back into the Highway Maintenance Fund in order to do basic standards of maintenance. Today, the number is \$500 million per year and is projected to be nearly as high as \$700 million per year and is essentially coming out of the Transportation Trust Fund to fund annual highway maintenance and operations.

Mr. Farmer stated slide 6 shows that in 2017, the State irrefutably will run out of State construction funds. He noted that the Secretary of Transportation went on record stating it may be 2018. He continued reviewing slide 6 and stated the State will be unable to fully match Federal Funds meaning the State is projecting 2017 not to find 20 cents to receive 80 cents from the Federal Government for construction. Further, there is still not enough money to do adequate maintenance and operations of the existing transportation system.

Mr. Farmer reviewed slide 7 of the presentation which compares statistics regarding the urban/golden crescent of Virginia in comparison to the rest of Virginia in areas including land area, employment, sales tax, personal income, gross product and population growth. He stated the right side of the slide shows statistics relating directly to transportation.

Mr. Farmer described statistics shown on slide 8 of the presentation regarding why we are having a problem and have been for the last 20 years. From 2001 to 2010, the population has grown 5.2%, licensed drivers has grown approximately 8%, vehicle miles of travel has grown over twice the rate of population growth at 12.6% and nearly three times the amount of population growth for registered vehicle growth. He then explained the right side of the slide shows we have grown vehicle miles of travel at 12.6% but have only added 5.7% of our lane miles to the supply side. He added the growth in travel is not keeping pace with the number of new highways and roadways we are building in the State.

Mr. Farmer noted slide 9 shows that the trend of aging infrastructure such as old bridges is very rapidly getting worse. Slide 10 shows the percentage of Hampton Roads' residents that drive alone has increased each decade causing a large part of the problem.

Mr. Farmer stated slide 11 shows the growth projection of population and employment for this region. Our agency has to look at population and employment as we develop our 20 transportation plans because it converts very well to traffic volume. He said you will see that for the first time ever, the population and employment growth on the southside west of the Elizabeth River (Portsmouth, Suffolk, western branch of Chesapeake and Isle of Wight) is projected to equal the combined total of growth on the Peninsula and Southside.

Mr. Farmer said this presents a different paradigm for this whole region. It will present challenges on connectivity; it will represent changes in commuting patterns for the Peninsula and the Southside, particularly traffic through the Monitor Merrimac and James River Bridge versus the Hampton Roads Bridge Tunnel. He explained this does not mean we will look much different in 20 years from the way we look today; but, we are going down a path we have not gone down before. Most of the southside growth has been east of the Elizabeth River. When tolls are implemented at the Midtown Tunnel, the Downtown Tunnel and at the Jordan Bridge, you may see this phenomenon change even faster than projected.

Mr. Farmer reviewed some of the major projects that are currently underway or that have been stalled. Each project has a companion map which correlates to the project. Slides 13 and 14 of the presentation show the I-64 Peninsula widening project. The green line (on slide 14) represents a segment on I-64 showing all trips that use that section of I-64; each dot represents 100 origins and destinations for traffic that use that facility; on a typical non-seasonal peak period day, 50% of the traffic from the New Kent/James City County area is bound for Peninsula destinations and 50% have southside or northeast North Carolina destinations; however, the mix changes as you go further east. This shows who uses that segment of I-64. He pointed out that roughly 25,000 cars commute from the Peninsula to the Southside every morning and 25,000 every afternoon meaning the Peninsula puts as many people working on the Southside as the Southside puts on the Peninsula.

Mr. Farmer briefly reviewed slides 15 - 22 of the presentation which show additional examples of projects and their corresponding companion maps.

Mr. Farmer described the Norfolk Light Rail "The Tide" project shown on slide 23 of the presentation. This facility had a cost overrun; however, is still the least expensive per mile light rail system in the nation. It is incredibly successful and has a lot of ridership. During OpSail 2012, approximately 45,000 people rode "The Tide".

Mr. Farmer briefly spoke about the Virginia Beach Fixed Guideway Project shown on slide 24 of the presentation.

Mr. Farmer discussed the Richmond to Hampton Roads Passenger Rail Project on slide 25 of the presentation. In 2009, the HRTPO Board had an unprecedented approval of a resolution to send a message to the State and U.S. Department of Transportation that this region endorsed both the concept of an enhanced passenger rail system along the I-64 corridor on the Peninsula to Richmond and a high-speed rail concept of the route 460 corridor to Petersburg to Richmond. As of today, we are close to receiving a final record of decision on an environmental impact statement, and hopefully in September will receive a briefing which will explain what the record of decision is for that project and at that point Hampton Roads will have a new Passenger Rail Project and will be able to

begin the planning, preliminary engineering and implementation phase. Even though this will take approximately 20 years to reach ribbon cutting, we have to begin work and we are expecting good news. The region has consistently endorsed the concept of both of those passenger rail facilities coming in and out of this region.

Mr. Farmer reviewed information regarding Amtrak ridership as shown on slide 26 of the presentation. He said the numbers are going up and he expects the trend to go up. Through the HRTPO's approval process, Newport News has received full funding for an enhanced new facility in the area of Bland Boulevard in Newport News to replace the current facility which is outdated and in need of repair. Newport News and Ms. Thelma Drake, Director of Rail and Public Transportation, have been working closely to make that happen.

Mr. Farmer stated that concluded his remarks and opened the floor for questions from Council.

Mayor Ward commented that the thrust of the June meeting with the "golden crescent" group was unprecedented. The discussion we have had on the HRTPO level was regarding the lack of funding issue; however, it is important that the public and elected officials understand that not only do we not have a revenue stream for new construction projects, but also our money is running out for maintenance.

Mr. Farmer added in the code of Virginia we had something called "formula monies" which dated back to the 50's, 60's, 70's and 80's. For example, in the late 1980's and early 1990's, Virginia Beach received over \$30 million per year for street construction in the urban system. In comparison to Virginia Beach's population, that figure would have been between approximately \$7 to \$10 million for the City of Hampton. For the last few years, that fund has been zero. No monies have come through that formula for the Commonwealth of Virginia for city streets, new construction, State primary routes with numbers under 600 (such as Route 58) and no money for county roads which have a number over 600.

In response to Vice Mayor Wallace's inquiry as to why those formula monies have been zero for several years, Mr. Farmer explained with the raiding of the Transportation Trust Fund to pay for maintenance – there is no money left. He said a bureaucrat of the Virginia Department of Transportation (VDOT) would most likely state we are focused on a Federal program meaning they are matching the Federal construction dollars which will not be met in 2017, and there is no money trickling down through the formula.

Vice Mayor Wallace asked if the funding responsibility of the formula at that time has been abandoned by the State. Mr. Farmer replied the General Assembly has the responsibility to set or modify the revenue streams for the Highway Maintenance and Operating Fund and the Transportation Trust Fund and has taken no action to modify those since the fall of 1986.

Mr. Farmer continued stating the aging transportation system and the cost of maintaining the transportation system is increasing rapidly, and that is the problem because it results in them taking a higher proportion of the dollars. He noted this is why we were next to last in how many dollars in our revenue stream in total made their way to new construction (second to last in the nation). We are hanging on with the Federal program match in maintenance and operations.

Vice Mayor Wallace noted Virginia had been historically voted one of the best States in the union to do business; however, we have now fallen from 1 to 3. The primary culprit for our fall is the fact that we have transportation gridlock. Mr. Farmer agreed with Vice Mayor Wallace's comment and added another concern is it will take approximately 12-15 years to get the gridlock problem taken care of and go through the entire process to bring the extra capacity on line. He noted we have already set a course for over a decade of this decline in mobility and accessibility.

Mayor Ward stated the Hampton Roads Bridge Tunnel expansion and the Midtown Tunnel project are not realistic projects at this time because there is absolutely no funding for them. She also noted even if we did have funding, the projects would take approximately 15 years as Mr. Farmer indicated. She continued stating it is important for people to realize how desolate the horizon is. The public private partnership that has been discussed in the Daily Press requires a \$4-\$6 toll to make it work; however, based on the charts in the presentation and the probability that a \$4-\$6 toll would suppress usership of the tunnel, you would no longer need it. Mr. Farmer agreed with Mayor Ward's comments and added if a \$4-\$6 toll was implemented today on one of the major bridge tunnel projects, our estimate in preliminary reviews says you might not use any of the new capacity for 20-40 years. Mayor Ward continued stating in order to make this work, a toll would have to be placed on the James River Bridge, the Monitor Merrimac Bridge and the Hampton Roads Bridge Tunnel.

Mr. Farmer stated we have done an internal assessment of feasibility for the Patriot Crossing. At that time, VDOT provided a capital improvement estimate of approximately \$2.5 billion and (VDOT) had a commitment to finish the eastern portion; the Port Authority agreed verbally to put up \$300 - \$500 million for the Craney Island connector. His analysis indicated for the \$2 billion net of that project, there could be a \$2 one way toll at the Hampton Roads Bridge Tunnel and the Monitor Merrimac without one at the James River Bridge and you could meet debt service. After receiving new information from the Midtown Tunnel, VDOT has revised that estimate from \$2 billion to in excess of \$3.5 billion which puts us back in the \$3.50 to \$6.00 range one way. At those rates, demand elasticity will be so severe that it would question why you would make an investment and commitment for 75-99 years knowing that you have suppressed economic interchange between the Peninsula and the Southside.

Mayor Ward added it would also have to have no affect on the Midtown Tunnel traffic. Mr. Farmer replied tolls of that nature at the Hampton Roads Bridge Tunnel and Monitor Merrimac Tunnel would affect everything to the high-rise bridge south of the Military Highway. Mayor Ward explained people have read in the news regarding another obstacle we would have to overcome which is making sure we didn't affect the traffic in the Midtown Tunnel such that we had a contractual issue with the people building that. Mr. Farmer agreed with the Mayor's comments and added there has been an issue regarding whether there is a non-compete clause in that agreement. He said there is no non-compete clause; however, there is a clause which says if you impact their revenue, then an independent consulting evaluation would have to be done and if there was a negative impact on their revenue stream, in his opinion, somebody would have to pay for that impact. He noted anything over a 3 ½ mile back-up at the Hampton Roads Bridge Tunnel in the morning brings enough traffic to the Monitor Merrimac to shut down the high-rise bridge all the way back to Bowers Hill.

Mayor Ward said the point of this is to get people to understand the problem in order to work with our General Assembly delegation to come up with a solution because the status quo is not going to work. Mr. Farmer added a hypothetical \$1 billion highway project would take a toll one way of \$4.30 for 50 years or a 10 cent regional gas tax or 1/2 % regional sales tax for each \$1 billion on one major project.

Mr. Farmer said the Urban Crescent Mayors and Chairs came together to decide whether or not they could agree. We will be asking the Mayor and Council if they will agree for the Mayor to sign a letter to be sent to the Governor, Lt. Governor, the Speaker and all Urban Crescent General Assembly members to do something from a solution perspective with regards to transportation revenue. It has been 25 years since the revenue has been modified; vehicles get much better gas mileage now; and the gas tax as a flat rate tax is a terrible way to take care of growth.

Councilman Stuart commented Civic 2012 started approximately 20 years ago bringing leaders from different industries and government to look at these issues regionally. He noted Hampton cannot solve these issues without help from surrounding localities such as Newport News and Suffolk. The better we plan and organize, the more realistic we are about our challenges and the more effective our goals list can be.

Vice Mayor Wallace commented part of our communication to the decision makers is we have to get off of the notion of the great American dream that you can get something for nothing. He expressed the importance of us being vigilant to ensure we get a dollar's worth of benefit from a dollar's worth of expenditure or tax revenue. He said we must create a methodology for paying for this and for making our community long-term viable; if we don't make the investment, many of us will not be around to see the decadence that will accrue from it. He added our method of communication needs to be that we recognize there will be some pain inflicted regarding having to invest in order to make these things happen.

PRESENTED by Dwight Farmer, Chief Executive Officer of the
Hampton Roads Transportation Planning Organization.

At Mayor Ward's request, items 21 and 22 under the General Items portion of the agenda were heard prior to the consent agenda items.

CONSENT AGENDA

2. 12-0258 Approval of the Minutes from the public comment sessions of May 11, 2011; May 25, 2011; June 8, 2011; evening session of June 8, 2011; public comment session of June 13, 2012; and afternoon session of June 13, 2012.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

3. 12-0228 An Ordinance Authorizing And Directing The City Manager To Execute, On Behalf Of The City Of Hampton, Virginia, Any And All Agreements With The City Of Newport News, Virginia Necessary To Implement Certain Shared Service Initiatives.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph
Ward

Nays: 0

4. 12-0254 Resolution Requesting the Virginia Department of Transportation to Program the Following Projects into the 6-Year Plan, and Authorizing the City Manager to Execute Agreements for these Project.

WHEREAS, in accordance with the Virginia Department of Transportation (VDOT) construction allocation procedures, it is necessary that a request by a City Council resolution be made in order that the department program a highway project in the City of Hampton; and

WHEREAS, CMAQ (Congestion Mitigation/ Air Quality) funds have been allocated for the citywide traffic signal upgrade phase IV, Cunningham Drive sidewalk project and the traffic signal system returning at 100% federal cost; and

WHEREAS, Local Administration Agreements with VDOT are necessary for securing VDOT's commitment on the funding of these projects; and

WHEREAS, VDOT requires that City Council grant authority for the City Manager to execute these agreements; and

WHEREAS, through local administration by city staff, projects can be completed in a more efficient manner with less administrative expense,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HAMPTON, VIRGINIA: request the Virginia Department of Transportation to program the following project in the 6-year plan:

1. Citywide Traffic Signal Upgrade Phase IV
2. Cunningham Drive Sidewalk Project
3. Traffic Signal System Retiming

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph
Ward

Nays: 0

5. 12-0267 Resolution determining Fire Protection Equipment Company to be the only source practicably available from this region in which to procure MSA Breathing Apparatus (Self-Contained Breathing Apparatus or SCBA), testing equipment for MSA equipment and repair parts for MSA equipment and to authorize the negotiation and execution of a purchase contract with Fire Protection Equipment Company as "sole source."

WHEREAS, Hampton City Council recognizes the public interest in providing through its Division of Fire & Rescue the most cost-effective means reasonably available and affordable to the City's Division of Fire & Rescue; and

WHEREAS, Fire Protection Equipment Company is the exclusive regional provider of MSA Breathing Apparatus which the City's Division of Fire & Rescue uses as their breathing air apparatus; and

WHEREAS, the price at which Fire Protection Equipment Co. offers the MSA Breathing Apparatus at a fair and reasonable price.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hampton, Virginia as follows:

1. That the contract for procuring MSA Breathing Apparatus described above may be negotiated and awarded to Fire Protection Equipment Co. as a "sole source" without competitive sealed bidding or competitive negotiation as set forth in Virginia Code Section 2.2-4303.E;
2. That the City Manager or his/her authorized designee is hereby authorized to negotiate and execute a five (5) year purchase contract with Fire Protection Equipment Co; and
3. That the notice awarding the contract to [Fire Protection Equipment Co. shall be posted in a public place pursuant to Virginia Code Section 2.2-4303.E.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

6. 12-0268 Resolution determining Christopher L. Baker, M.D. of the Hampton Sentara CarePlex Hospital to be the only source practicably available from which to procure the service of Operational Medical Director for Hampton Division of Fire & Rescue and authorizing the negotiation and execution of a service contract with Christopher L. Baker, M.D. as "sole source."

WHEREAS, Hampton City Council desires to operate an Emergency Medical Services (EMS) Agency to transport and render immediate medical care to persons who are sick, injured or otherwise incapacitated or in need of emergency care; and

WHEREAS, the City is required by law to have an Operational Medical Director (OMD) and Christopher L. Baker, M.D. is approved as an OMD by the Peninsula's Emergency Medical Services Medical Advisors Committee; and

WHEREAS, Dr. Baker presently serves as the Division's OMD, as he has since 2004, in a volunteer capacity allowing Division personnel to operate under his license as well as ensuring all members are properly trained, certified and in compliance with all Virginia EMS rules and regulations as well as any additional training as required; and

WHEREAS, Dr. Baker has been in a unique position to shape the City's EMS program and has agreed to continue to provide his services as OMD for the City's EMS agency and the four volunteer rescue companies (Phoebus, Wythe, Buckroe and Northampton) and its members. Dr. Baker will act as a resource to the Division in planning, scheduling and delivery of training and continuing education programs for EMS personnel; and

WHEREAS, Dr. Baker will allow Division personnel and volunteer members to continue to operate under his medical license and the Division has determined a quarterly stipend which is a fair and reasonable price.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hampton, Virginia as follows:

1. That the contract for procuring the OMD services from Christopher L. Baker, M.D. described above may be negotiated and awarded to Christopher L. Baker, M.D. as a "sole source" without competitive sealed bidding or competitive negotiation as set forth in Virginia Code Section 2.2-4303.E;
2. That the City Manager or his/her authorized designee is hereby authorized to negotiate and execute a five (5) year service contract with Christopher L. Baker; and
3. That the notice awarding the contract to Christopher L. Baker shall be posted in a public place pursuant to Virginia Code Section 2.2-4303.E.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

7. 12-0269 Resolution determining Physio-Control Inc. to be the only source practicably available from which to procure LifePak Automated External Defibrillators (AEDs), to set up annual maintenance and inspection agreements for new and existing City-owned defibrillators and to authorize the negotiation and execution of a purchase and/or maintenance contract with Physio-Control Inc. as the "sole source."

WHEREAS, Hampton City Council recognizes the public interest in providing through its Division of Fire & Rescue the most cost effective and most reliable means of the current equipment which not only saves lives but reduces the liability due to equipment failure or malfunction; and

WHEREAS, Physio-Control Inc. is the exclusive provider of the LifePak automated external defibrillators which the City currently uses and desires for its Advanced Life Support (ALS) AED equipment; and

WHEREAS, the price at which Physio-Control Inc. has offered the LifePak AEDs has been determined to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hampton, Virginia as follows:

1. That the contract for procuring LifePak AEDs and the inspection and maintenance agreements for this ALS equipment described above may be negotiated and awarded to Physio-Control Inc. as a "sole source" without competitive sealed bidding or competitive negotiation as set forth in Virginia Code Section 2.2-4303.E;

2. That the City Manager or his/her authorized designee is hereby authorized to negotiate and execute a purchase contract with Physio-Control Inc. for a five (5) year agreement commencing on July 15, 2012. Costs of said maintenance and inspections will be determined annually; and

3. That the notice awarding the contract to Physio-Control Inc. shall be posted in a public place pursuant to Virginia Code Section 2.2-4303.E.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

8. 12-0270 Resolution determining PLM Equipment Service (formerly Equipment Management Service and Repair or EMSAR) to be the only source practicably available from which to procure a continued preventative maintenance and inspection program for the City's Stryker ambulance stretchers and stair chairs which are utilized by the Hampton Division of Fire & Rescue and authorizing the negotiation and execution of a service contract with PLM Equipment Service as "sole source."

WHEREAS, Hampton City Council recognizes the public interest in providing through its Division of Fire & Rescue the most efficient, cost-effective means reasonably available and affordable to inspect and/or repair the City's ambulance stretchers and stair chairs; and

WHEREAS, PLM Equipment Service is the exclusive provider of inspections and repairs of Stryker ambulance stretchers and stair chairs which the City uses in its day to day emergency medical services operations; and

WHEREAS, the price at which PLM Equipment Service has offered the inspections and repairs for this advanced life support equipment has been determined to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hampton, Virginia as follows:

1. That the contract for procuring the services described above may be negotiated and awarded to PLM Equipment Service as a "sole source" without competitive sealed bidding or competitive negotiation as set forth in Virginia Code Section 2.2-4303.E;
2. That the City Manager or his/her authorized designee is hereby authorized to negotiate and execute a purchase contract with PLM Equipment Service for a five (5) year agreement commencing on July 15, 2012. Costs of said maintenance and inspections will be determined annually; and
3. That the notice awarding the contract to PLM Equipment Service shall be posted in a public place pursuant to Virginia Code Section 2.2-4303.E.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

9. 12-0271 Resolution Approving the City of Hampton, Virginia's Participation and Appropriation of the 2012-2013 Victim-Witness Program Grant from the Department of Criminal Justice Services.

WHEREAS, the City of Hampton's Victim-Witness Assistance Program has received award notification from the Virginia Department of Criminal Justice Services on their allocation amount, which is \$167,007 in Federal funds, \$55,668 in State funds and \$110,975 is being requested of the City of Hampton as a local cash contribution from the General Fund.

WHEREAS, the grant award covers the grant period, July 1, 2012 through June 30, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hampton accepts and appropriates the Victim-Witness Assistance Program Grant in the amount of \$333,650 and any related supplemental funding by the Virginia Department of Criminal Justice Services in accordance with the grant agreement;

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager

to take the necessary steps to implement this grant award.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward
Nays: 0

10. 12-0272 Resolution Approving the City of Hampton, Virginia's Participation and Appropriation of the 2012-2013 Hampton Adult Drug Treatment Court Grant Program Funding Program Through the Hampton-Newport News Community Services Board from the Supreme Court of Virginia.

WHEREAS, the Supreme Court of Virginia has awarded the Hampton Adult Drug Treatment Court Grant to the City of Hampton on behalf of the Hampton-Newport News Community Services Board for the reimbursement of meeting the requirements of the grant in the amount of \$232,000 in Federal and State funds; and,

WHEREAS, the grant award covers the period July 1, 2012 through June 30, 2013;and,

WHEREAS, the City of Hampton will draw down the funds to reimburse the Hampton-Newport News Community Services Board for maintaining, facilitating, and completing the designated grant reports to the Supreme Court of Virginia, as the reports are submitted and the City is invoiced; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hampton accepts and appropriates the Hampton Adult Drug Treatment Court Grant award in the amount of \$232,000 and any related supplemental funding made by the Supreme Court of Virginia in accordance with the grant agreement;

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager, or his designee, to take the necessary steps to implement this grant award.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward
Nays: 0

11. 12-0273 Resolution Authorizing Execution of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement

WHEREAS, the National Infrastructure Protection Plan, and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency, identifies the development of a Water and Wastewater Agency

Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector Plan, Virginia's longstanding, nationally recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate, and interstate scope; and

WHEREAS, the City of Hampton, Virginia owns or operates wastewater utilities, is responsible for public wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement; and

WHEREAS, participation in the VA WARN Program is deemed fair and reasonable; and the terms of the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement, a copy of which is attached to this Resolution, are reasonable and acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HAMPTON, VIRGINIA:

1. That participation in the Virginia Water and Wastewater Agency Response Network is hereby approved; and
2. That the City Manager or her designee is hereby authorized to execute the Virginia Water and Wastewater Agency Response Network Mutual Aid Agreement as set forth in this Resolution.

A copy of the agreement is attached to the minutes.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph
Ward

Nays: 0

12. 12-0277 Resolution of the Council of the City of Hampton Amending, By Joint Action of The Councils of the Cities of Hampton and Newport News, The Bylaws for the Hampton-Newport News Community Criminal Justice Board

A Resolution Of The Council Of The City Of Hampton Amending, By Joint Action Of The Councils Of The Cities Of Hampton And Newport News, The Bylaws For The Hampton-Newport News Community Criminal Justice Board.

WHEREAS, the Virginia General Assembly has adopted legislation entitled the Comprehensive Community Corrections Act for Local Responsible Offenders (Sections 9.1-173 et.seq. of the Code of Virginia) and the Pretrial Services Act (Sections 19.2-152.2 et.seq. of the Code of Virginia); and

WHEREAS, Sections 9.1-178 and 19.2-152.5 of the Code of Virginia require that each county and city participating in Community Corrections Programs and Pretrial Services Programs establish a Community Criminal Justice Board; and, in the case of multi-jurisdictional efforts, that each jurisdiction mutually agree upon the appointments to said board; and

WHEREAS, the establishment of a multi-jurisdictional Hampton-Newport News Community Criminal Justice Board has resulted in a reduction in administrative costs to each locality, an increase in funding priorities and available grant dollars, promoted efficiency in offender supervision and provided for a comprehensive regional offender database.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hampton, that the amended by-laws below be implemented for the Hampton-Newport News Community Criminal Justice Board:

ARTICLE I – AUTHORITY

The authority for this organization is as follows:

- (A) Sections 9.1-173 et seq., the Comprehensive Community Corrections Act (CCCA) for Local Responsible Offenders and Sections 19.2-152.2 et seq., the PTS Act (PSA) of the Code of Virginia, as amended.
- (B) A Joint Resolution adopted by the Newport News City Council on XXXXX, 2012, and the Hampton City Council on XXXXX, 2012.

ARTICLE II – NAME

The name of the Board shall be the Hampton-Newport News Community Criminal Justice Board, hereinafter referred to as the CCJB.

ARTICLE III – PURPOSE

The purpose of the CCJB shall be to enable the Cities of Hampton and Newport News in combination to develop pretrial court services and community-based corrections programs consistent with the Comprehensive Community Corrections Act (CCCA) and

Pretrial Services Act (PSA) pursuant to Sections 9.1-173 et seq. and 19.2-152.2 et seq. of the Code of Virginia, as amended.

The law shall be interpreted and constructed so as to affect the following purposes:

1. To allow individual cities, counties, or combinations thereof greater flexibility and involvement in responding to the problem of crime in their communities;
2. To provide more effective protection of society and to promote efficiency and economy in the delivery of correctional services;
3. To provide increased opportunities for offenders to make restitution to victims of crimes through financial reimbursement or community service;
4. To permit cities, counties, or combinations thereof to operate and utilize programs and services specifically designed to meet the rehabilitative needs of selected offenders; and
5. To provide appropriate post-sentencing alternatives in localities for certain offenders with the goal of reducing the incidence of repeat offenders.

ARTICLE IV – DUTIES AND RESPONSIBILITIES

The duty of the CCJB shall be to act as an advisory Board for the Hampton-Newport News CJA.

1. Advise on the development and operation of local pretrial services and community-based probation services, for the use by the courts in diverting offenders from local correctional facility placements;
2. Assist community agencies and organizations in establishing and modifying programs and services for offenders on the basis of an objective assessment of the community's needs and resources;
3. Evaluate and monitor community programs, pretrial and local community-based probation services and facilities to determine their impact on offenders;
4. Develop and amend the criminal justice plan in accordance with guidelines and standards set forth by the Department of Criminal Justice Services and oversee the development and amendment of the community-based corrections plan as required by §53.1-82.1 of the Code of Virginia, as amended, for approval by participating local governing bodies;
5. Review the submission of all criminal justice grants regardless of the source of funding;

6. Facilitate local involvement and flexibility in responding to the problems of crime in the community; and
7. Do all things necessary or convenient to carry out the responsibilities expressly given by the Code of Virginia, as amended.

ARTICLE V – COMMUNITY CRIMINAL JUSTICE BOARD

There is hereby established a Community Criminal Justice Board, consisting of persons appointed by the participating governing bodies of the cities of Hampton and Newport News pursuant to Sections 9.1-178 et seq. and 19.2-152.2 et seq. of the Code of Virginia, as amended. The size of the Board shall be limited by the Code of Virginia, as amended. The number of members on the Board and appointments to the Board shall be established by a resolution or ordinance of each participating city.

Membership of the Community Criminal Justice Board shall consist of:

- a. The Chief Judges of the Hampton and Newport News Circuit Courts or a Circuit Court judge designated by the Chief Judges of each Circuit Court;
- b. The Chief Judges of the Hampton and Newport News General District Courts, or a General District Court judge designated by the Chief Judge of each General District Court;
- c. The Chief Judges of the Hampton and Newport News Juvenile and Domestic Relations District Courts or a Juvenile and Domestic Relations District Court judge designated by the Chief Judge of each Juvenile and Domestic Relations District Court;
- d. The Commonwealth's Attorneys for the Cities of Hampton and Newport News;
- e. The Sheriffs for the Cities of Hampton and Newport News; The Chief Magistrate for the Cities of Hampton and Newport News or his designee;
- f. The Chiefs of Police for the City of Hampton and the City of Newport News or their designee;
- g. An Assistant City Manager designated by the Hampton City Manager;
- h. An Assistant City Manager designated by the Newport News City Manager;
- i. The Director of the Hampton-Newport News Community Services Board or his designee;
- j. An attorney, who is experienced in the defense of criminal matters, to be designated by the Hampton Bar Association or the Public Defender from the City of Hampton or his designee;
- k. An attorney, who is experienced in the defense of criminal matters, to be designated by the Newport News Bar Association or the Public Defender from the City of Newport News or his designee;
- l. Members of the faculty Members of the faculty of two (2) institutions of higher education whose main campuses are located in Hampton or Newport News;
- m. One citizen to be appointed at the discretion of the Hampton City Council at a future meeting; and
- n. One citizen to be appointed at the discretion of the Newport News City Council at a future meeting.

The Director of the Hampton-Newport News Criminal Justice Agency (CJA) shall serve as the staff person/administrative officer of the CCJB. The Director shall appoint CJA staff members to fulfill requests of the CCJB as needed.

The appointed members of the CCJB shall elect one of its members as its Chairman. The duties of the Chairman shall be to facilitate the business conducted by the CCJB, preside over meetings and sign official correspondence of the Board. The appointed membership of the CCJB shall elect one of its members to serve as Vice-chairman. The Vice-chairman shall perform the duties of the Chairman in his or her absence.

ARTICLE VI – MEETINGS

Section 1 Regular meetings shall be held at the time and frequency to be determined by the CCJB.

Section 2 Special meetings of the CCJB may be called by the CCJB Chairman or upon written notice from at least two of the current membership.

Section 3 The quorum for all CCJB or committee meetings shall be not less than one-half of the eligible voting members of the CCJB or committee.

Section 4 CCJB and committee meetings will normally be open to the public. However, in special circumstances, the CCJB and/or its committees may meet in executive session behind closed doors with others present only by invitation, for those purposes authorized by the Virginia Freedom of Information Act as defined by Section 2.1-344(a)(3) of the Code of Virginia, as amended.

ARTICLE VII – ORDER OF BUSINESS

Section 1 The order in which business shall be conducted at any regular or special meeting of the Board shall be:

1. CCJB Chairman calls the meeting to order;
2. Roll call and announcement of a quorum (roll may be taken silently by the Chairman);
3. Chair recognizes guests and/or visitors;
4. Reading, correction and approval of minutes of the previous meeting (or correction and approval if prior distribution has been made to all members);
5. Report of the Chairman;
6. Report of any committee;
7. Report of the Program Director;
8. Old business;
9. New business;
10. Elections (when necessary, see Article V);
11. Announcements;
12. Final remarks;
13. Adjournment.

Section 2 Criminal Justice Agency staff members may be invited to participate at any time during the proceedings of the CCJB or its committee meetings

when such participation might assist the CCJB or committee in its deliberations.

Section 3 Invited guests or members of committees, may be invited to speak to the CCJB or one of its committees at any point in order of business, when the remarks of the guests might assist the CCJB or one of its committee meetings may, at the discretion of the Chairman, be invited to speak during the recognition of visitors at the appropriate point in the consideration of old business and/or new business, and/or during the expression of voluntary remarks.

Section 4 The CCJB and its committees adopt standing rules relating to the allotment of time to speakers discussed in Section 3 of this Article, and/or to the number of speakers who may be heard on any issue, pro or con.

Section 5 Committees of the CCJB are not bound by the provisions of Section 1 of this Article.

ARTICLE VIII – VOTING

Section 1 A majority of CCJB members present and eligible to vote and voting at a Board or committee meeting is necessary for the passage of any action not otherwise provided for in these By-Laws. A majority is defined as any number greater than one-half of the eligible voters present.

Section 2 Voting of the CCJB and its committees shall normally be by voice. However, in every case where a vote other than a simple majority is required for passage, or as a discretion vote, the vote shall be by the show of hands. The vote of any member will be recorded in the minutes at the request of the member.

ARTICLE IX – STANDING RULES AND POLICIES

Section 1 Standing rules for the operation of the CCJB or its committees may be established if the CCJB or committee membership desires it. They shall be published and a copy furnished to each member of the CCJB at the regular meeting following adoption. A majority vote of the entire CCJB or the initiating committee membership shall be required to adopt, rescind, or change a standing rule.

Section 2 Statements of policy or position may be adopted from time to time by the vote of a simple majority of the entire CCJB membership. A copy of such policy or position statement shall be furnished to each member of the CCJB at the next regular meeting following adoption.

Section 3 The Chairman shall ensure that new members of the CCJB will receive a complete set of current CCJB By-Laws, and copies of the Comprehensive Community Corrections Act and Pretrial Services Act.

ARTICLE X – RULES OF PROCEDURE

The rules contained in Roberts Rules of Order, revised, shall govern the CCJB and its committees in all cases to which they are applicable, and in which they are not inconsistent with these By-Laws, the Code of Virginia, or the Codes of the Cities of Hampton and Newport News, Virginia.

ARTICLE XI – SUSPENSION OF RULES

- Section 1 Standing rules may be suspended pro tempore by the vote of not less than the simple majority of the eligible voting members present and voting at a meeting of the CCJB or a committee.
- Section 2 Established policies and/or positions may be suspended pro tempore by the vote of a simple majority of the eligible voting members present and voting at a meeting of the entire CCJB.
- Section 3 The provisions in Article VII may be suspended pro tempore by the unanimous vote of eligible voting members present at the meeting of the CCJB or a committee. No other provisions of the By-Laws may be suspended.
- Section 4 The suspension of any rule, policy, position or portion of the By-Laws may not extend beyond the call to order at the next meeting of the CCJB or committee. Any action taken during such suspension shall remain in effect until changed or rescinded by subsequent action of the CCJB or initiating committee.

ARTICLE XII – AMENDMENTS

- Section 1 These By-Laws may be amended at the regular meeting of the entire CCJB by vote of not less than three-fourths (3/4) of the eligible voting members of the current total eligible voting membership. A copy of the proposed amendment(s) shall be submitted to each member in writing not less than two full weeks prior to the meeting and introduced and seconded at the meeting as an order of new business.
- Section 2 Amendment(s) to these By-Laws shall be moved and seconded. In such instance, final action may be postponed until the next regular meeting. A copy of the proposed amendment(s) must be furnished to each member by the proponent, following the procedures and time constraints prescribed in Section 1 of this Article. Failure to comply with these requirements will be considered as the withdrawal of the amendment(s) to the By-Laws.
- Section 3 Proposed amendment(s) which are unencumbered by further amendment(s) may be postponed by a majority vote of the members present while postponing a vote on the postponed amendment(s) until the next regular scheduled meeting.

Section 4 When a proposed amendment(s) has been postponed under the provisions of Section 2 of Article XII, amendment(s) to the proposed amendment(s) may be offered before the next meeting, utilizing the procedures and time constraints prescribed in Section 1 of Article XII. Such proposed amendment(s) to the amendment(s) must also be moved and seconded when the proposal is considered as an item of old business at the next meeting. No additional amendment(s) may be proposed at that meeting.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this action provide for a joint exercise of powers which will serve as documentation of a regional program service agreement between the City of Hampton and the City of Newport News.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

13. 12-0279 Resolution Authorizing an Advance of \$3,300,000 to the School Maintenance and Major Renovations Account from the City's General Fund Committed Fund Balance for School Debt Service to be Returned to General Fund Committed Fund Balance for School Debt Service from the Proceeds of the City's 2013 General Obligation Bond Series When Issued

WHEREAS, the Hampton City Council appropriated via the FY2012 Capital Budget funds for Hampton City Schools Maintenance Projects and Hampton City Schools Major Renovation Projects which are to be funded from the proceeds of a City General Obligation Bond Issue in FY2013; and

WHEREAS, Council acknowledges that proceeds from a 2013 bond issue will not be available to permit Hampton City Schools to procure and perform school maintenance and improvement work during the most opportune time, i.e., the summer months when schools are closed; and

WHEREAS, the City Manager recommends an advance appropriation of \$3,300,000 from the General Fund Committed Fund Balance for School Debt Service to the Schools Maintenance and Major Renovation Projects account to provide funding on a temporary basis until the 2013 General Obligation Bonds are issued, at which time the advanced funds will be returned to the General Fund Committed Fund Balance for School Debt Service; and

WHEREAS, the City Manager has advised that Hampton City Schools supports the City Manager's recommendation for advance funding as it allows timely commencement of the procurement process for maintenance and improvement projects to be done during the summer months when schools are closed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HAMPTON, VIRGINIA: that \$3,300,000 (Three Million, Three Hundred Thousand Dollars and Zero Cents) be transferred from the General Fund Committed Fund Balance for School Debt Service to the Hampton City Schools Maintenance and Major Renovation Projects account and that this amount be returned to the General Fund Committed Fund Balance for School Debt Service as soon as practicable from the proceeds of the anticipated FY2013 General Obligation Bond Issue.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph
Ward

Nays: 0

14. 12-0280 An Ordinance To Amend And Reenact Hampton City Code Section 40-5 "Investigation And Fee Imposed On Applicants For Concealed Handgun Permits."

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph
Ward

Nays: 0

15. 12-0281 Resolution Appropriating \$345,000 From the General Fund for Line of Duty Act Benefits to the Risk Management Fund as Premium Payments to Self-Fund Such Benefits

WHEREAS, on June 13, 2012, The City Council of the City of Hampton, Virginia ("Council") by resolution elected to be a non-participating employer with respect to the Virginia Line of Duty Act Fund ("LODA") benefit program and to instead self-fund and self-administer the benefits available under the LODA;

WHEREAS, prior to Council's decision to opt out of the state LODA Fund benefit program, the Council appropriated \$340,000.00 in the FY13 budget in anticipation of making LODA FY13 premium payments to the Commonwealth of Virginia;

WHEREAS, with the decision to self-fund and self-administer LODA benefits, the City Manager recommends and this Council agrees that the Risk Management Division should manage all payments made under the City's self-administered LODA program and, therefore, that the Risk Management Fund should receive the LODA premiums, in the total amount of \$ \$340,000, from the General Fund, and should be authorized to make payments of LODA benefits, in accordance with law, from the Risk Management Fund.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hampton, Virginia that:

(1) Line of Duty Act premiums payable from the FY13 General Fund Budget in the amount of \$340,000.00 shall be appropriated to the Risk Management Fund for self-funding and self-administration by the City of Hampton of Line of Duty Act benefits; and

(2) The City Manager is hereby authorized to cause payments of LODA benefits, in accordance with law, to be paid from the Risk Management Fund up to \$340,000 for FY13.

APPROVED items 2 - 15 on the consent agenda.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

16. 12-0300 Motion to move items 12-0197 and 12-0276 to be heard just following the vote on the consent agenda items.

APPROVED

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Councilmember Chris Snead

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

PUBLIC HEARINGS

REZONINGS

17. 12-0263 Ordinance to amend and re-enact Chapter 22 of the Zoning Ordinance of the City of Hampton, Virginia entitled "Board of Zoning Appeals" by amending section 22-9 pertaining to appeals to the board and section 22-10 pertaining to procedure on appeal.

Ms. Bunting said this is a housekeeping issue as a result of a house bill signed by the Governor. This action is necessary to comply with State law changes.

Mayor Ward opened the Public Hearing and stated no citizens signed up to speak. She then called for any speakers from the audience regarding this Ordinance. As there were no speakers, Mayor Ward closed the Public Hearing.

HELD PUBLIC HEARING - there were no speakers on the item.

APPROVED

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Councilmember Chris Snead

Aye: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nay: 0

18. 12-0264 Ordinance to amend and re-enact chapter 24 of the Zoning Ordinance of the City of Hampton, Virginia entitled "Amendment of Ordinance" by amending sections 24-3 (7) (f) and (10) pertaining to the amendment of proffers.

Ms. Bunting stated this is a housekeeping amendment driven by the General Assembly language changes this past session.

Mayor Ward opened the Public Hearing and stated no citizens signed up to speak. She then called for any speakers from the audience with regards to this Ordinance. As there were no speakers, Mayor Ward closed the Public Hearing.

HELD PUBLIC HEARING - there were no speakers on the item.

APPROVED

Motion made by: Councilmember W. H. "Billy" Hobbs, Jr.

Seconded by: Councilmember Christopher G. Stuart

Aye: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nay: 0

CONDITIONAL PRIVILEGE

19. 12-0265 Conditional Privilege Application No. 124-2012: Proposal by I Can Child Care & Learning Center, LLC to operate a Day Care 3 at 3355 Commander Shepard Boulevard (LRSN 6000971).

Ms. Bunting introduced City Planner Ms. Tamaria Green to give the presentation. Ms. Bunting noted this conditional privilege was recommended by the Planning Commission.

Ms. Green greeted Mayor Ward and the Councilmembers. She then made the following presentation. A copy of the presentation is attached to the minutes.

Ms. Green stated the applicant is proposing to operate a day care for a maximum of 93 children ages 6 weeks to 5 years old, 5 days per week from 6 a.m. to 6:30 p.m. The subject property is located in the Magruder area of the City as indicated by the red star on slide 3 of the presentation. Specifically, the site is located at 3355 Commander Shepard Blvd. The property is zoned C-1 Neighborhood Commercial District which permits a Day Care 3 subject to approval of a conditional privilege. The existing use of the site is the operation of a commercial strip shopping center which currently includes a nail shop, a Chinese restaurant, Curves, martial arts studio, and a pizza eatery. The site formerly operated as a Burger King fast food restaurant closing in 2004 to make way for a new commercial strip center in 2009. A conditional privilege is needed for an expansion of a Day Care 3 in the Neighborhood Commercial District (C-1). The City's Traffic Engineer reviewed the project and concluded that the proposal is acceptable for

vehicular circulation and it is not anticipated to have a significant impact on traffic for the area. Ample parking is available on-site. The parents will transport their children into the shopping center parking lot in the designated drop-off and pick up area shown on the map on slide 7 of the presentation. Vehicles will have the option to enter the site through one primary and secondary access point. The primary access point to enter and exit the site is off Commander Shepard Boulevard. The Hampton Community Plan provides several policies as guidance when reviewing this request: most notably providing high quality services and facilities in Hampton's neighborhoods and promoting a nurturing environment for youth in Hampton. Eleven conditions have been imposed on this application, including hours of operation, age and maximum number of children who can be cared for, meeting State social service requirements, and a termination clause. Staff recommends Approval of Conditional Privilege Application Number 124-2012 with 11 conditions.

Ms. Green stated she would address any questions by Council. There were no questions.

Conditions:

1. The conditions of Conditional Privilege #124 supersede the conditions of Conditional Privilege #106.

2. Issuance of Permit: The Conditional Privilege applies only to the property of I CAN CHILD CARE & LEARNING CENTER, LLC located at 3355 Commander Shepard Boulevard and is not transferable to another location.

3. Location of Day Care:

The site will be developed in substantial conformance with the submitted floor plan conceptual layout entitled "I CAN CHILD CARE & LEARNING CENTER, LLC FLOOR PLAN" dated April 23, 2012 and the site lay out entitled "I CAN DAYCARE REVISED TRAFFIC FLOW EXHIBIT" dated April 23, 2012.

4. Traffic Circulation: The traffic circulation plan will be in substantial conformance with the traffic circulation plan which is titled "I CAN DAYCARE REVISED TRAFFIC FLOW EXHIBIT" dated April 23, 2012.

5. Drop Off Area: Parking spaces located in the front of the four occupied units of the day care center shall be marked and designated for day care center use only. Seven additional parking spaces shall be marked and designated for day care center use only for a total of 11 parking spaces. Drop off in the drive aisle is prohibited.

6. Enrollment: The day care center shall not exceed the enrollment of 93 clients for the site or the number listed on the capacity certificate or the number allowed by the State Department of Social Services, whichever is fewer.

7. Hours of Operation: The hours of operation for day care shall be limited to the following: 1. Monday-Friday: 6:30am-6pm.

8. Certificate of Occupancy: The applicant must obtain a revised Certificate of Occupancy prior to the expansion of the day care center.

9. Licensing: The applicant shall maintain a day care license or Religious Exemption from the State Department of Social Services throughout the operation of the day care center.

10. Ledger: The applicant must maintain a daily ledger containing the names of children cared for which shall be available for inspection during normal business hours by authorized personnel of the City of Hampton without notice.

11. The Conditional Privilege may be terminated for violation of any terms or conditions of the Conditional Privilege, a violation of Federal, state, or local law pertaining to the day care license required by the Virginia Department of Social Services, or any criminal violations of Federal, state, or local law pertaining to the care of minors.

Mayor Ward opened the Public Hearing and stated no citizens signed up to speak. She then called for any speakers from the audience with regards to this Conditional Privilege. As there were no speakers, Mayor Ward closed the Public Hearing.

PRESENTED by Tamar Green, City Planner.

HELD PUBLIC HEARING

APPROVED - subject to eleven conditions.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Councilmember Chris Snead

Aye: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nay: 0

20. 12-0266 Conditional Privilege Application No. 125-2012: Proposal by Brian Harmon to operate a pawn shop at 4908 W. Mercury Boulevard Suite A (LRSN 3002528).

Senior Planner Mr. Michael Hayes introduced himself to the new members of Council and to the public and made the presentation regarding Conditional Privilege Application 125-2012. A copy of the presentation is attached to the minutes.

Mr. Hayes stated the requested site location is on the west end of Mercury Boulevard in an existing shopping center near Piccadilly Restaurant and Sears Automotive as outlined on slides 3 and 4 of the presentation. The applicant would like to go into a vacant space; there is no new construction associated with this request including no new parking. The property is zoned C-2 (limited commercial district) and allows for the operation of a pawn shop. Commercial use is encouraged in this area and there is support for small businesses. This is the applicant's first venture into the pawn shop business; therefore, it is considered a small business. A community meeting was held May 31. There were no attendees other than Mr. Harmon.

Mr. Hayes discussed the following key conditions: (1.) hours of operation. Oftentimes there is concern regarding hours of operation because citizens think people may show up in the middle of the night; however, the hours of operation are limited to 8:00 am to 8:00 pm. These are limited commercial hours. (2.) requirements for licensing. (3.) the ability to be connected to the Police system for tracking items that come into pawn shops. Mr. Hayes noted that there may be perceptions regarding how pawn shops have

been operated in the past; however, things have changed over time and pawn shops largely operate as regular retail stores today. (4.) it can only operate in this location. There will be no expansion beyond this storefront without coming before Council for an amendment. (5.) if any conditions are violated, the pawn shop can be shut down at that point.

CONDITIONS

1. Issuance of Permit

The Conditional Privilege is not transferable to another location.

2. Location

The Conditional Privilege applies only to 4908 W. Mercury Boulevard [LRSN 3002528], Suite A, containing 2,750 square feet.

3. Hours of Operation

The hours of operation shall be limited to 8:00 AM until 8:00 PM daily.

4. Operation

The pawn shop operation shall be conducted wholly within an enclosed building. There shall be no outdoor display or sales of merchandise.

5. Licensing

Within five (5) days of receiving a certificate of occupancy for a pawn shop approval, proof of pawn brokers licensing must be provided; otherwise, the conditional privilege becomes void.

6. Police Reporting

Within five (5) days of receiving a certificate of occupancy for a pawn shop tenant, the applicant shall install and shall maintain, in permanent operating condition, a computer program compatible with software used by the Hampton Police Division for report as required by Chapter 27 of the Code of the City of Hampton.

7. Nullification

- a. The Conditional Privilege shall become null and void if the use is not established within twelve months of the date of approval by the City Council.
- b. The Conditional Privilege shall become null and void if the facility is not used for the permitted use for a period of six consecutive months.

8. Termination

Notwithstanding any condition or provision of this Conditional Privilege to the contrary, the Conditional Privilege may be terminated immediately for violation of any terms or conditions of the Conditional Privilege, or any violation of any Federal, state, or local law pertaining to the use of firearms.

Mr. Hayes concluded his presentation stating staff recommends approval of this Conditional Privilege with 8 conditions. Mr. Hayes opened the floor for questions from Council. There were no questions.

Mayor Ward opened the Public Hearing and stated no citizens signed up to speak. She then called for any speakers from the audience with regards to this Conditional Privilege. As there were no speakers, Mayor Ward closed the Public Hearing.

PRESENTED by Mike Hayes, Senior City Planner.

HELD PUBLIC HEARING - there were no speakers on the item.

APPROVED - subject to eight conditions.

Motion made by: Councilmember Christopher G. Stuart

Seconded by: Vice Mayor George E. Wallace

Aye: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph
Ward

Nay: 0

RESOLUTIONS

21. 12-0274 Resolution Authorizing The Execution Of A Use Agreement between the City Of Hampton And The Newtown Improvement And Civic Club Inc. To Use The Hamptons Golf Course Located At 320 Butler Farm Road

WHEREAS, the City is the owner of real property located at 320 Butler Farm Road, known as the Hamptons Golf Course (the "Property");

WHEREAS, the Newtown Junior Golf Club is an educational part of the Newtown Improvement and Civic Club, Inc. and is licensed to promote Golf Life Skills Experience (also referred to as "The Newtown Junior Golf Club Program") at its facilities and those of its affiliates;

WHEREAS, the Newtown Junior Golf Club desires to conduct its programming at the Hamptons and the City desires to provide the Newtown Junior Golf Club access to and use of the Hamptons in accordance with the terms and provisions of this Agreement;

WHEREAS, the City desires to allow the Chapter to conduct programming at the Hamptons to allow more Hampton City School students to participate in the Newtown Junior Golf Club Programs; and

WHEREAS, the Council has determined that the terms and conditions of the Use Agreement are acceptable.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hampton, Virginia as follows:

1. That it approves the Use Agreement with the Newtown Improvement and Civic Club Inc. to use the Property;

2. That the City Manager or her Authorized Designee is hereby authorized to execute and deliver to the Newtown Improvement and Civic Club Inc. the Use Agreement in substantially the same form as hereto attached.

Mayor Ward stated this is a continuation of a current lease agreement in place. Staff has accomplished everything needed in order to ensure this program continues. She noted if Council wishes to have a presentation regarding this matter, one can be made available.

Mayor Ward opened the Public Hearing and stated no citizens signed up to speak. She then called for any speakers from the audience with regards to this Resolution. As there were no speakers, Mayor Ward closed the Public Hearing.

Vice Mayor Wallace commented that this is an opportunity for us to enhance youth participation in golf programs; it is also an opportunity for the City of Hampton to facilitate golf among young minority people. He said he wholeheartedly endorses this. He then made the motion to approve the resolution.

HELD PUBLIC HEARING - there were no speakers on the item.

APPROVED

Motion made by: Vice Mayor George E. Wallace

Seconded by: Councilmember Christopher G. Stuart

Aye: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nay: 0

GENERAL ITEMS

ORDINANCES

22. 12-0197 Ordinance To Amend And Reenact Chapter 38 Of The Code Of The City Of Hampton Virginia Entitled "Vehicles For Hire", Division 5 Entitled "Fares", Section 38-127, Entitled "General Rates Prescribed; Charging Different Rates" And Section 38-129 Entitled "Charge For Waiting Time" To Increase The Rate Allowed To Be Charged For The First One-Seventh Mile From \$1.75 to \$2.75, And Increase The Rate For Each Additional One-Seventh Mile From \$0.25 To \$0.30 and To Repeal Division 7 Entitled "Fuel Surcharge" To Eliminate The \$1.00 Fuel Surcharge.

Ms. Bunting noted there have been several prior briefings and discussions on this topic, and therefore, staff would not brief Council today. However, Senior Deputy City Attorney Lesa Yeatts and Assistant City Manager James Gray were available to answer any questions from Council if needed.

Councilman Stuart noted that those of us who drive cars and ride buses have had (gas price) rate adjustments. He said he is also concerned about those who are on fixed incomes and noted some Newport News companies offer senior discounts.

City Attorney Hudson commented Newport News exercises the authority granted to them by the State to give that discount. She noted she and Ms. Yeatts discussed that issue and have confirmed we do have that ability (to offer senior discount).

Councilman Stuart stated he thinks it is time for us to take a vote regarding aligning rates with our neighboring city and whether or not we will offer this adjustment to our hard working taxi drivers.

Councilman Tuck referenced a scenario given during a previous staff presentation of someone taking a 5 mile trip to the grocery store where the driver waits approximately 10 minutes resulting in an increase of roughly \$1.20. He stated his concern is this trip now becomes a \$15 expense for that individual. He also expressed concern for those who may need to travel to various locations or stores. For example, he often has to travel to numerous grocery stores for specific items and necessities. He said the reports show most trips are approximately one to three miles; however, he does not think many people travel only one or two miles one way. He referenced the study he did traveling to various locations to run errands and if done by taxi, it would cost at least \$12 - \$13 for a grocery store trip, not including additional stops such as to the post office or pharmacy.

Councilman Tuck referenced some of the recently passed fee and tax increases including the cigarette tax and the fire inspection fee. He then stated we control what the taxi fare should be; however, he is curious why nothing has been mentioned about why the cab companies haven't reduced the drivers' lease fees. He referenced the insurance increase which was passed on to the drivers while the companies ate very little if any of the expense. He said all of these expenses are being placed on the cab drivers. He then referenced the comment regarding seniors receiving a cost of living adjustment and stated that increase was the first one they received in two years; and therefore, seniors are still having a difficult time. He referenced an email which stated drivers will most likely ask for another increase in a few years. He said he understood the \$1 fuel surcharge and therefore will support it; however, for the reasons stated, cannot support the rate increase.

Mayor Ward commented that she has struggled with this issue as well and is uncomfortable with the explanations given regarding why the rate is being increased by a nickel. She said there is a need for a logical explanation why we are making this particular change for this particular amount other than things have gotten more expensive. She clarified that the burden has been placed on us by the State to make these rate changes; however, we must do them carefully and with great consideration. She noted she has been persuaded by the cab drivers who spoke about their hardships and needs to meet increased costs; and therefore, she will support the motion to approve the Ordinance. She further noted she wished the cab community and staff had done a better job of explaining specific reasons why the rate increase was what it was.

Mayor Ward clarified the motion is to approve the Ordinance increasing the rate. Vice Mayor Wallace concurred.

Councilman Moffett said he initially requested Council defer this item in order to receive additional community input and since that time, cab drivers have come forward indicating an increase of a nickel was in order. He noted Councilman Stuart's question regarding

being able to provide senior discounts is an interesting topic and stated in his opinion, a nickel increase is in order considering drivers have not had an increase in many years.

APPROVED - Items 12-0197 and 12-0276 were heard out of order just after the vote on the consent agenda items.

Motion made by: Vice Mayor George E. Wallace

Seconded by: Councilmember Christopher G. Stuart

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 1 - Donnie R. Tuck

23. 12-0276 Ordinance To Amend And Reenact Chapter 5 "Animals" Of The Code Of The City Of Hampton, Section 5-80 "Care Of Companion Animal Kept On Chain" To Prohibit Tethering Except Under Certain Exceptions

Mayor Ward stated Council was briefed on this item at the afternoon session and has discussed it at some length in other sessions. She requested the motion and second of the item for purposes of discussion.

Councilman Hobbs made the motion to ban tethering of all animals in the City of Hampton and to give citizens six months to come into compliance to take care of their animals. Councilman Moffett seconded the motion.

Vice Mayor Wallace stated his intention is to support the Ordinance; however, has a concern regarding it. He then described a conversation he recently had with a single working mother of two young children who wanted a pet. He continued stating the mother said she would be responsible for monitoring and caring for the animal; however, the animal would need to be tethered while she was at work. He stated banning tethering all together does not allow for responsible individuals in these types of circumstances.

At City Attorney Hudson's request, Mayor Ward clarified the motion is not to approve the Ordinance to amend and re-enact Chapter 5 as provided in the item she read; instead, it is a substitute motion that we have an Ordinance drafted to prohibit tethering in the City of Hampton.

City Attorney Hudson noted she sought that clarification because the Ordinance before Council is a ban on tethering with two exceptions; and therefore, she felt it was necessary to clarify Council was being asked to reject that Ordinance and consider instead a total ban as the Mayor described. Councilman Hobbs concurred.

Mayor Ward added that is with an activation date six months from now (January 1st). Councilman Hobbs concurred.

Councilman Moffett commended and thanked the committee and staff for their efforts regarding this topic; however, this is another case where Council deferred the item and the public overwhelmingly stated they wanted no tethering. For that reason, he will support the motion made by Councilman Hobbs of no tethering enacted within a six month time period.

In response to Vice Mayor Wallace asking for date clarification, Ms. Hudson noted the Ordinance will be drafted and brought back to Council with specific language.

Ms. Hudson stated the Manager questioned whether or not it was necessary to bring back the re-drafted Ordinance. Ms. Hudson explained it is not necessary since Council's will is very clear and staff will simply delete the exceptions.

Mayor Ward thanked the Animal Control Committee and others who worked very hard to arrive at a solution that they thought was viable. She stated she appreciated their hard work and effort to bring a common sense solution to this problem despite our decision this evening.

MOVED TO ban all tethering and give citizens six months to come into compliance. The ordinance wording as presented with the agenda will be modified to remove all exceptions to tethering. Items 12-0197 and 12-0276 were heard out of order just after the vote on the consent agenda items.

Motion made by: Councilmember W. H. "Billy" Hobbs, Jr.

Seconded by: Councilmember Will Moffett

Ayes: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nays: 0

APPOINTMENTS

24. 12-0139 to consider appointments to the Hampton-Newport News Community Services Board

REAPPOINTED William Baker, Wanda Rogers and Dr. Turner Spencer to the Hampton-Newport News Community Services Board for their second three year terms which will expire on June 30, 2015.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

25. 12-0155 to consider appointments to the Board of Review of Real Estate Assessments

APPOINTED Will Andrews to the Board of Review of Real Estate Assessments for a four year term to expire on June 30, 2016.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

26. 12-0156 to consider appointments to the Finance Committee

REAPPOINTED Len Nicholson to his second two year term and reappoint Vice Mayor Wallace and Councilwoman Snead to the Finance Committee to terms expiring on June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

27. 12-0198 to consider appointments to the Office of Human Affairs

REAPPOINTED Mayor Ward with Anderson W. Clary, Jr. serving as her representative, Vice Mayor Wallace with Martin Cross serving as his representative, and Councilman Stuart with Brian Jackson serving as his representative and appointed Councilwoman Snead with Diana Hughes serving as her representative to terms expiring June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

28. 12-0215 to consider appointments to the Hampton Arts Commission

REAPPOINTED Gaylene Kanoyton and Regina Mays to three year terms on the Hampton Arts Commission expiring on June 30, 2015, appointed Joshua Head, Jacqueline Ross, Gail Raynor, Nancy Eason and Melva Nicole Woods to their first terms expiring on June 30, 2015, and reappointed Councilman Stuart as the Council liaison and Councilman Hobbs as the alternate until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

29. 12-0237 to consider appointments to the Greater Workforce Development Consortium

APPOINTED Councilman Hobbs to the Greater Workforce Development Consortium until June 30, 2014, and Councilman Stuart as his alternate.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

30. 12-0238 to consider appointments to the Grievance Board

APPOINTED Teresa Schmidt and Renita Brightley to the Grievance Board to serve until June 30, 2016.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

31. 12-0239 to consider appointments to the Hampton Roads Regional Jail Authority

APPOINTED Councilwoman Snead to the Hampton Roads Regional Jail Authority and Councilman Tuck as the alternate until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

32. 12-0240 to consider appointments to the Peninsula Public Sports Facility Authority

APPOINTED Councilman Hobbs to the Peninsula Public Sports Facility Authority until June 30, 2014 with Councilman Moffett as the alternate.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

33. 12-0241 to consider appointments to the Town & Gown Committee

REAPPOINTED Councilman Tuck to the Town and Gown Committee until June 30, 2014 with Councilman Hobbs as the alternate.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

34. 12-0243 to consider appointments to the Virginia Air & Space Center Board of Directors

REAPPOINTED Dr. Arthur D. Greene to his third term on the Virginia Air & Space Center Board of Directors which will expire on June 30, 2016 and appointed James L. Lockwood, Jr. and Dr. Sanjay Gowda to terms expiring on June 30, 2016 and Rick Gallear to a term expiring on June 30, 2013. One vacancy remains.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

DEFERRED (8/8/2012) one appointment to the Virginia Air and Space Center Board of Directors until August 8, 2012.

Motion made by: Vice Mayor George E. Wallace

Seconded by: Councilmember W. H. "Billy" Hobbs, Jr.

Aye: 7 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, Donnie R. Tuck, George E. Wallace, Molly Joseph Ward

Nay: 0

35. 12-0244 to consider an appointment to Virginia First Cities

REAPPOINTED Vice Mayor Wallace to Virginia First Cities until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

36. 12-0245 to consider an appointment to the Virginia Living Museum

APPOINTED Councilman Tuck to the Virginia Living Museum until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

37. 12-0246 to consider an appointment to the Cultural Alliance of Greater Hampton Roads

REAPPOINTED Councilman Stuart to the Cultural Alliance of Greater Hampton Roads until June 30, 2014 with Gaylene Kanoyton as the alternate.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

38. 12-0283 to consider an appointment to the FEMA Emergency Food and Shelter Program

APPOINTED Councilman Moffett to the FEMA Emergency Food and Shelter Program until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

39. 12-0284 to consider an appointment to the Hampton Clean City Commission

APPOINTED Councilman Hobbs to the Hampton Clean City Commission until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

40. 12-0285 to consider appointments to the Hampton Federal Area Development Authority

APPOINTED Councilman Moffett and Councilwoman Snead to the Hampton Federal Area Development Authority until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

41. 12-0286 to discuss an appointment to the Hampton Military Affairs Committee

APPOINTED Councilman Moffett to the Hampton Military Affairs Committee until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

42. 12-0287 to consider appointments to the Hampton Tourism Advisory Committee

APPOINTED Councilman Hobbs and Councilman Stuart to the Hampton Tourism Advisory Committee until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

43. 12-0288 to consider an appointment to the Purchasing and Procurement Oversight Committee

REAPPOINTED Vice Mayor Wallace to the Purchasing and Procurement Oversight Committee until June 30, 2016.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

44. 12-0289 to consider an appointment to the Peninsula Airport Commission

REAPPOINTED Vice Mayor Wallace to the Peninsula Airport Commission until June 30, 2016.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

45. 12-0290 to consider appointments to the National Aeronautics Support Team

APPOINTED Mayor Ward and Councilman Moffett to the National Aeronautics Support Team until June 30, 2014 and reappointed Vice Mayor Wallace as an alternate.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

46. 12-0291 to consider an appointment to the Virginia Peninsula Chamber of Commerce

APPOINTED Councilman Hobbs to the Virginia Peninsula Chamber of Commerce until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

47. 12-0292 to consider appointments to the Hampton Roads Planning District Commission (to include the Hampton Roads Transportation Planning Organization and the Air Quality Control Committee)

APPOINTED Councilman Stuart, Councilman Moffett and Mary Bunting to the Hampton Roads Planning District Commission with Councilman Stuart serving on the Executive Committee, appointed Mayor Ward to the Hampton Roads Transportation Planning Organization (HRTPO) and Air Quality Control Committee with Councilman Moffett serving as alternate to the HRTPO, and also appointed Mary Bunting to the Air Quality Control Committee until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

48. 12-0293 to consider an appointment to the Hampton Roads Mayors and Chairs and Peninsula Mayors and Chairs

REAPPOINTED Mayor Ward to the Hampton Roads Mayors and Chairs and Peninsula Mayors and Chairs until June 30, 2016.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

49. 12-0294 to consider an appointment to the Hampton Roads Economic Development Alliance

REAPPOINTED Mayor Ward to the Hampton Roads Economic Development Alliance until June 30, 2016.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

50. 12-0295 to consider an appointment to the Fort Monroe Authority

REAPPOINTED Mayor Ward and appointed Vice Mayor Wallace to the Fort Monroe Authority until June 30, 2016.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

51. 12-0296 to consider an appointment to the Hampton Military History Foundation

REAPPOINTED Councilman Moffett to the Hampton Military History Foundation until June 30, 2014.

Motion made by: Vice Mayor George E. Wallace

Ayes: 6 - W. H. "Billy" Hobbs, Jr., Will Moffett, Chris Snead, Christopher G. Stuart, George E. Wallace, Molly Joseph Ward

Nays: 0

Abstain: 1 – Donnie R. Tuck

THERE WERE NO REPORTS BY CITY MANAGER, CITY COUNCIL, STAFF,
COMMITTEES

THERE WERE NO NEW BUSINESS ITEMS DISCUSSED

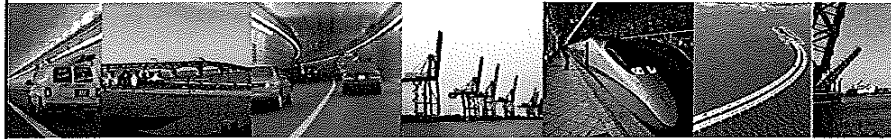
ADJOURNMENT

Molly Joseph Ward
Mayor

Katherine K. Glass, CMC
Clerk of Council

Date approved by Council _____

STATE OF TRANSPORTATION



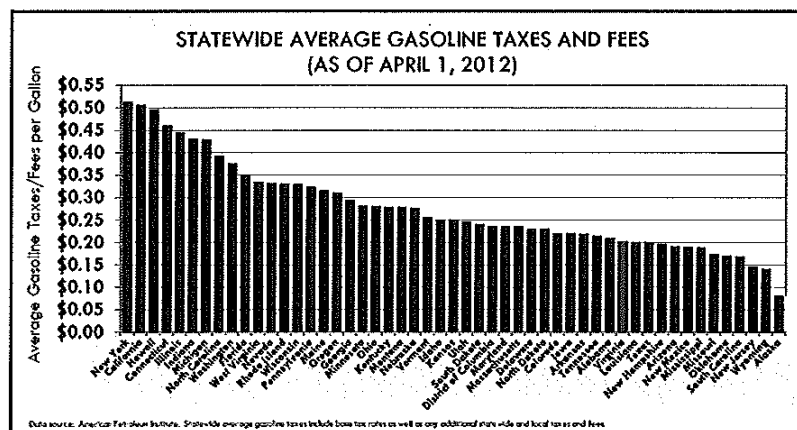
Presented by:

Dwight L. Farmer
Executive Director

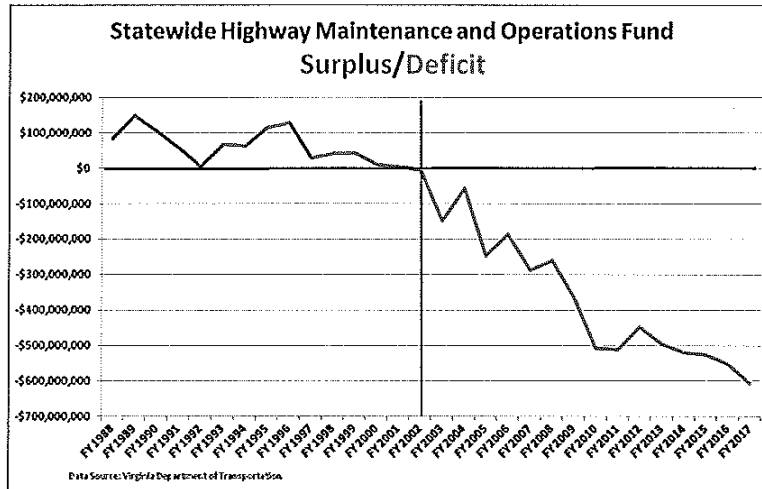
Hampton Roads Transportation Planning Organization



STATEWIDE AVERAGE GAS TAXES AND FEES



TRANSPORTATION FUNDING DILEMMA



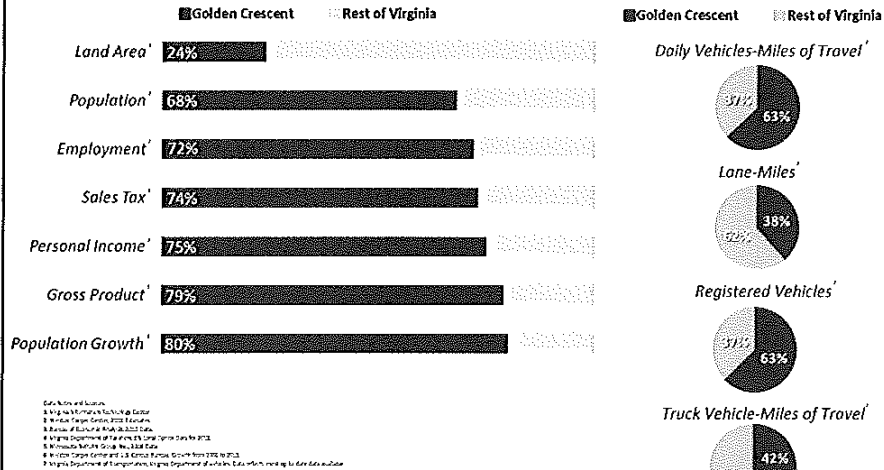
TRANSPORTATION FUNDING DILEMMA

2017 – State runs out of transportation revenue

- No state construction funds available
- Unable to fully match federal funds
- Insufficient funds to maintain existing transportation system

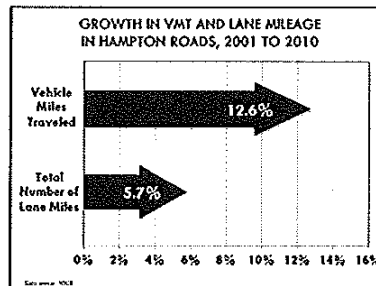
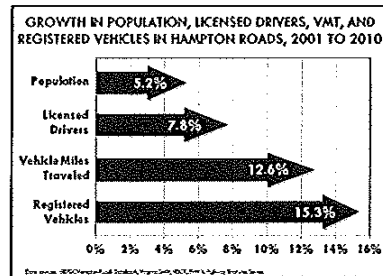
VIRGINIA'S GOLDEN CRESCENT

Recognizing the crisis Virginia faces as it relates to transportation, 46 localities have organized to work together to effectively influence the General Assembly to address the Commonwealth's well-documented transportation needs.



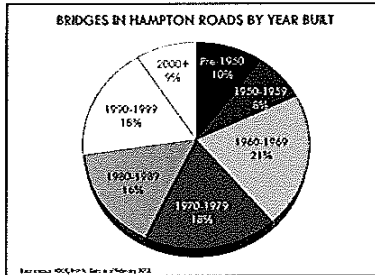
1. U.S. Census Bureau
 2. U.S. Census Bureau, 2000 Census
 3. U.S. Census Bureau, 2000 Census
 4. Virginia Department of Transportation, 2000 Census
 5. U.S. Census Bureau, 2000 Census
 6. U.S. Census Bureau, 2000 Census
 7. U.S. Census Bureau, 2000 Census
 8. Virginia Department of Transportation, 2000 Census
 9. Virginia Department of Transportation, 2000 Census
 10. Virginia Department of Transportation, 2000 Census
 11. Virginia Department of Transportation, 2000 Census

GROWTH IN HAMPTON ROADS



HAMPTON ROADS BRIDGES

One out of every five bridges in Hampton Roads (20%) is more than 50 years old



BRIDGE TRENDS



The increase in the number of bridges in Hampton Roads that are classified as structurally deficient between 2007 and 2012. The number of structurally deficient bridges in Hampton Roads increased from 54 bridges to 72 bridges during this time.

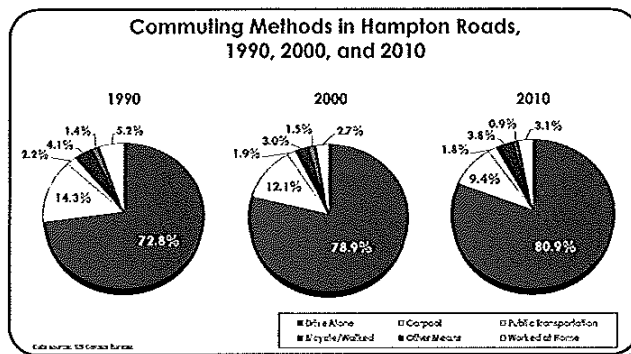


The change in the median age of bridges in Hampton Roads between 2007 and 2012. The median age of bridges increased from 34 years to 37 years during this time.

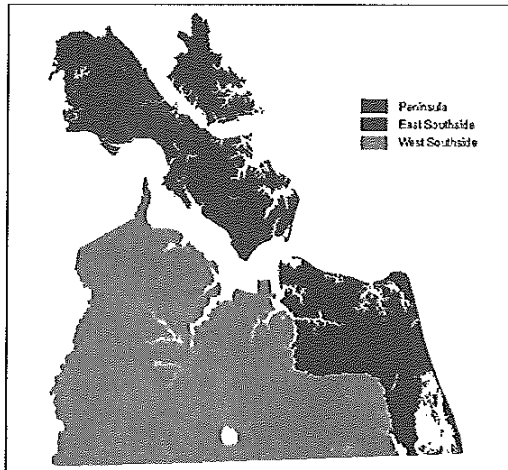
COMMUTING METHODS IN HAMPTON

ROADS

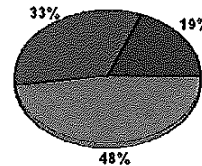
The percentage of Hampton Roads residents that drive alone to work has increased each decade.



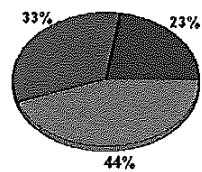
PROJECTED GROWTH, 2000-2034



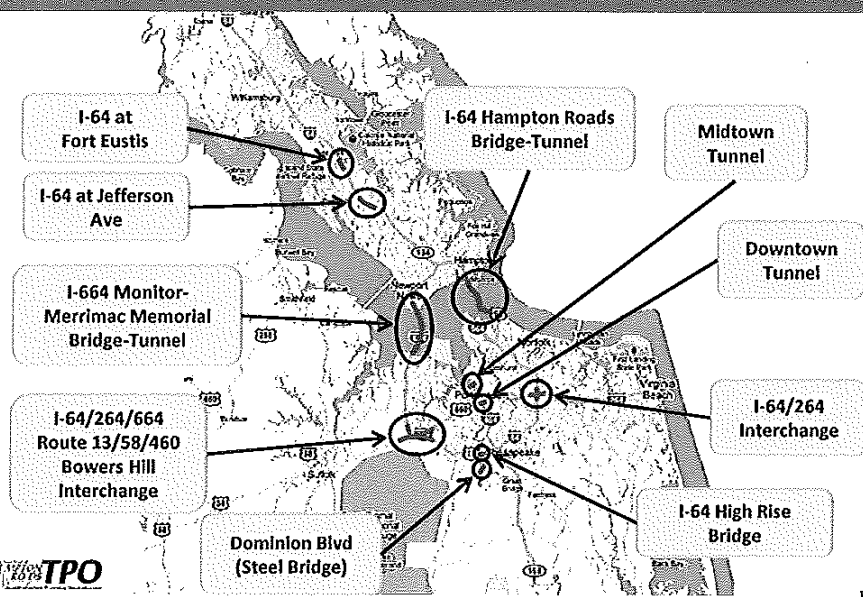
Projected Population Growth
2000 to 2034



Projected Employment Growth
2000 to 2034



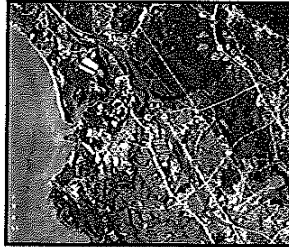
MAJOR CHOKEPOINTS



64 Peninsula Widening

Project Description

SYSTEM: Interstate
FROM: Jefferson Avenue (Exit 255)
TO: Route 199 (Exit 242)
DESCRIPTION OF WORK: Add capacity by widening from 2 lanes to 3 general purpose lanes and 1 HOV lane in each direction.



Estimated Total Project Cost
 Costs are currently being developed as part of the I-64 Corridor EIS

Cost Source: Virginia Department of Transportation

Summary of Project

- A VDOT EIS study of I-64 between Hampton Roads and Richmond was begun in 2011. EIS is scheduled to be completed in 2014.
- Project improves safety and expands capacity of a major evacuation route.
- Project improves travel time and reliability to tourist destinations.
- Project improves freight traffic and military connectivity in the Hampton Roads region and between Hampton Roads and Richmond as well.

Overview of Project Status

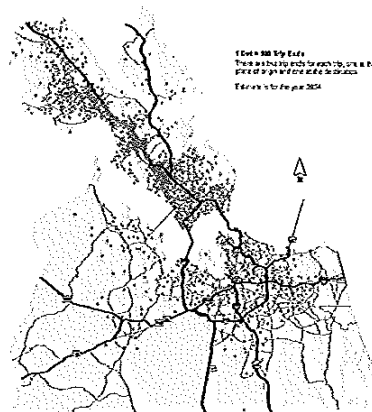
NEPA Status
Corridor Alternative Analysis Underway
Funding Status
Regional Funding Identified for portion (Fort Eustis Boulevard, Exit 250 to Jefferson Avenue, Exit 255) in 2034 LRTP
Preliminary Engineering Status
N/A
Right of Way Status
N/A
Construction Status
N/A

64 Peninsula Widening

Project History

2002	Included in the Hampton Roads transportation referendum package of projects
1995-2004	Included in consecutive Hampton Roads LRTPs (2015, 2018, 2021, 2026) as a widening/construction of HOV lanes project
2007	Included in the Hampton Roads Transportation Authority package of projects; included as a Preliminary Engineering project in the 2030 LRTP
2012	Portion between Fort Eustis Boulevard (Exit 250) and Jefferson Avenue (Exit 255) included in the 2034 LRTP as a widening project; included in FY 2012-2015 Transportation Improvement Program; Environmental Impact Study Citizen Information Meetings held

Forecasted 2034 Trip Locations



Patriots Crossing

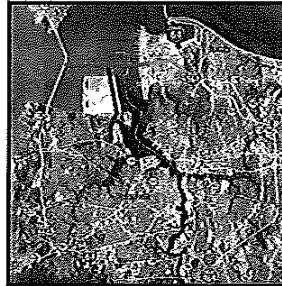
Project Description

SYSTEM: Interstate (Bridges and Tunnels)
FROM: I-64/I-564

TO: I-564 (Future) / I-664 & VA-164

DESCRIPTION OF WORK:

- New 4-lane multimodal East-West Bridge-Tunnel connector from I-664 to Norfolk
- New 4-lane limited access Gracy Island Connector from E-W B/T Connector to VA-164
- New 4-lane limited access multimodal Intermodal Connector from I-564 to E-W B/T Connector
- Widened I-564 from I-64 to future Intermodal Connector to 8-lanes



Estimated Total
Project Cost
\$3.1 to \$4.2 Billion

Cost Source: Virginia Department of
Transportation

Summary of Project

- This project is a component of the Third Crossing which has a NEPA process completed and Record of Decision (ROD) rendered.
- The project provides an alternate access opportunity inside the Beltway and evacuation route.
- Project improves travel time and reliability to major employment centers, port facilities, defense installations, and tourist destinations.

Overview of Project Status

NEPA Status
Environmental Assessment Completed
Funding Status
Study Only Fully Funded
Preliminary Engineering Status
N/A
Right of Way Status
N/A
Construction Status
N/A



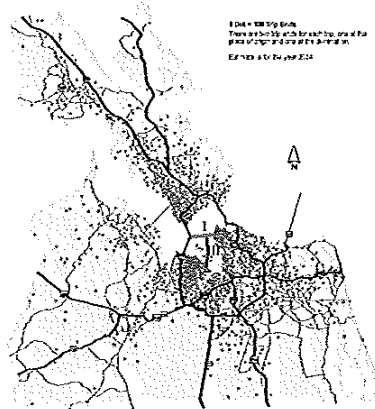
15

Patriots Crossing

Project History

1992	Virginia General Assembly Joint Resolution 132 (directed VDOT to conduct a study on congestion at the Hampton Roads Bridge Tunnel)
1993	Hampton Roads Crossing Study Initiated
1995-	Study for Hampton Roads Crossing included as a partial preliminary engineering project in the
1998	2015 and 2018 LRTPs
2000	FHWA identifies Candidate Build Alternative 9 as Preferred Alternative (Third Crossing)
2001	FHWA issued a ROD for the Third Crossing; the complete Third Crossing project included in the 2021 LRTP
2002	Complete Third Crossing included in the Hampton Roads transportation referendum package of projects
2004	East-West Connector (segment I) included in the 2026 LRTP
2007	Complete Third Crossing included in the Hampton Roads Transportation Authority package of projects; Phase I (widening of I-664 from Bowers Hill to Hampton Coliseum) included as a Preliminary Engineering project in the 2030 LRTP
2011	Environmental Assessment initiated for Patriots Crossing (segments I and II) from Candidate Build Alternative 9; Document approved for public availability on November 30 th , 2011
2012	Included as a study in the 2034 LRTP and in the FY 2012-2015 Transportation Improvement Program; Environmental Impact Statement Re-evaluation Public Hearings held

Forecasted 2034 Trip Locations

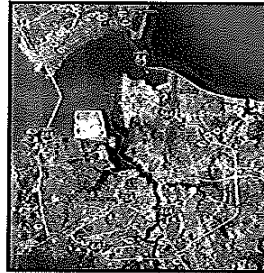


16

Hampton Roads Bridge-Tunnel

Project Description

SYSTEM: Interstate (Bridges and Tunnels)
FROM: I-64/I-664
TO: I-64/I-564
DESCRIPTION OF WORK: Evaluate alternatives including capacity expansion across Hampton Roads.



Estimated Total Project Cost
\$3.5 to \$4.5 Billion

Cost Source: Virginia Department of Transportation FY 14 Proposal

Summary of Project

- Development of an EIS for an expansion of the HRBT was recently begun. VDOT also received a PPTA proposal for the expansion in December 2010.
- Project reduces severe recurring congestion at the primary gateway to South Hampton Roads.
- Project designated as a major evacuation route; project significantly improves traffic flows during emergency evacuation.
- Project significantly improves regional travel time and reliability to major employment centers, port facilities, defense installations, and tourist destinations.

Overview of Project Status

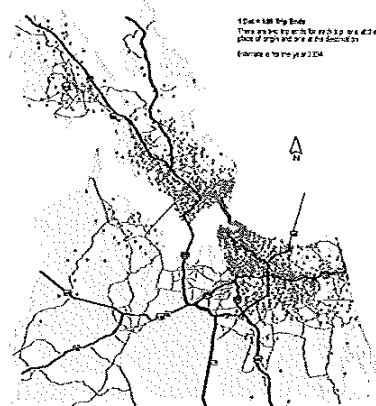
NEPA Status
Environmental Impact Statement Underway; Scheduled for completion by May 2014
Funding Status
Study Only Fully Pledged
Preliminary Engineering Status
N/A
Right of Way Status
N/A
Construction Status
N/A

Hampton Roads Bridge Tunnel

Project History

1992	Virginia General Assembly Joint Resolution 132 (directed VDOT to conduct a study on congestion at the Hampton Roads Bridge Tunnel)
1993	Hampton Roads Crossing Study Initiated; HRBT was Candidate Build Alternative L
1995-1998	Study for Hampton Roads Crossing included as a partial preliminary engineering project in the 2015 and 2018 LRTPs
2008	HRBT Expansion Feasibility Study conducted by VDOT
2011	Environmental Impact Statement initiated and scheduled for completion in 2014; Environmental Impact Statement Citizen Information Meetings held
2012	Included as a study in the 2034 LRTP and in the FY 2012-2015 Transportation Improvement Program; Environmental Impact Statement Citizen Information Meetings held

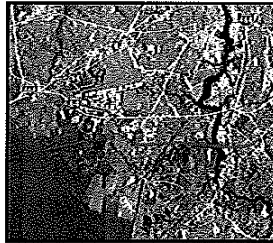
Forecasted 2034 Trip Locations



Southside Widening

Project Description

SYSTEM: Interstate (Highways)
FROM: I-64/I-464
TO: I-64/I-264/I-664 at Bowers Hill
DESCRIPTION OF WORK: Add capacity by widening from 2 lanes in each direction to 3 general purpose lanes in each direction. Replace the High-Rise Bridge



Estimated Total Project Cost
\$1.08 Billion

Cost Source: Virginia Department of Transportation

Summary of Project

- The I-64 Southside Widening project has no progress towards an EIS.
- Project reduces congestion and expands an evacuation route.
- Project greatly improves travel time and reliability to major employment centers, port facilities, defense installations, and tourist destinations.

Overview of Project Status

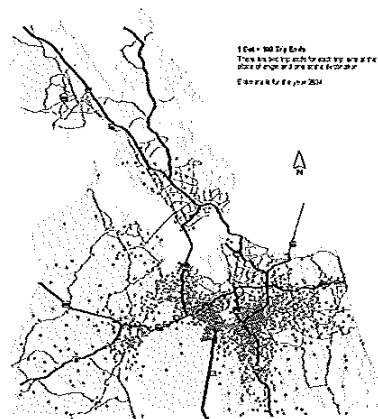
NEPA Status
Not Started
Funding Status
No Funding Identified
Preliminary Engineering Status
N/A
Right of Way Status
N/A
Construction Status
N/A

Southside Widening

Project History

1995-2001	Included in consecutive LRTPs (2015, 2018, 2021) as a Widening Project (to 6 lanes) from I-464 to Bowers Hill
2007	Included in the Hampton Roads Transportation Authority package of projects

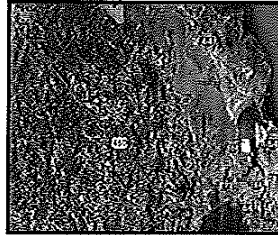
Forecasted 2034 Trip Locations



460 Corridor Improvements

Project Description

SYSTEM: Primary
FROM: Bowers Hill
TO: I-295 (Prince George County, VA)
DESCRIPTION OF WORK: Build new 4-lane limited access tollway parallel to existing undivided arterial.



Estimated Total
Project Cost
\$1.5 - \$2.2 Billion

2034 LRTP
Prioritization Score
187

Cost Source: Virginia Department of Transportation

Summary of Project

- The US Route 460 project has NEPA process complete and ROD rendered and three PPTA proposals were reviewed.
- VDOOT has committed \$500 million and the Virginia Port Authority up to \$250 million as the state's share of this public-private partnership.
- Project will be tolled and is part of a multi-state E-Z Pass system, a fully electronic open-road tolling collection system.
- Project provides for a new limited-access route to/from the region, providing for a greatly enhanced evacuation route and improved safety.
- Project greatly improves travel time and reliability to port facilities, defense installations, and tourist destinations.

Overview of Project Status

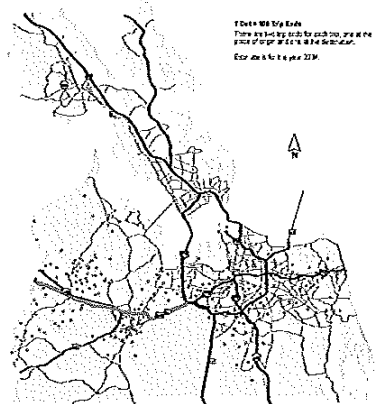
NEPA Status
Record of Decision Rendered
Funding Status
PPTA Proposals reviewed
Preliminary Engineering Status
N/A
Right of Way Status
N/A
Construction Status
N/A

460 Corridor Improvements

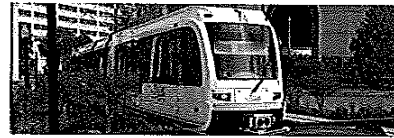
Project History

1969	Appears as a four-lane rural divided highway project in the 1965 Master Thoroughfare Plan
1998	Included in the 2018 Regional Transportation Plan as a Feasibility Study for TransAmerica project
2002	Included in the Hampton Roads transportation referendum package of projects
2007	Included in the Hampton Roads Transportation Authority package of projects
2011	Identified as a high priority project in the Governor's Ocean Bus Transportation Funding package
2001-2012	Included in consecutive LRTPs (2010, 2021, 2026, 2030, 2034) as a Limited Access Highway parallel to existing US Route 460
2012	Included in FY 2012-2015 Transportation Improvement Program

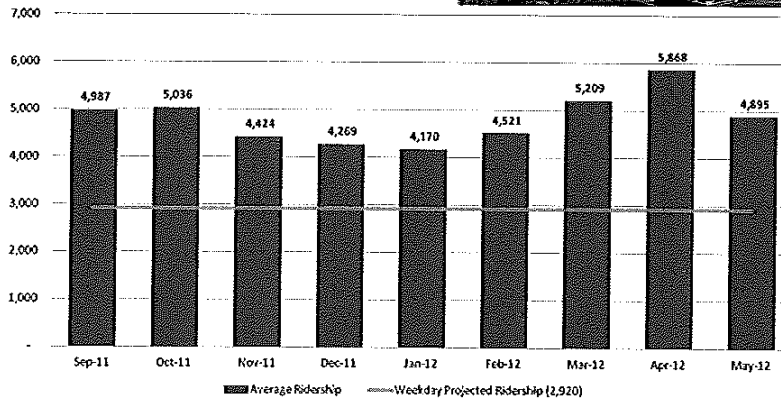
Forecasted 2034 Trip Locations



NORFOLK LIGHT RAIL "THE TIDE"



The Tide, Light Rail Ridership



Virginia Beach Fixed Guideway Project

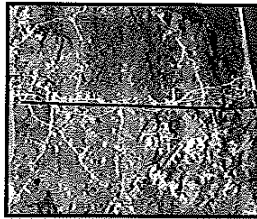
Project Description

SYSTEM: Fixed Guideway

FROM: Newtown Road Station

TO: Virginia Beach Oceanfront

DESCRIPTION OF WORK: Construction of Fixed Guideway system along the 10.8-mile inactive Norfolk Southern right-of-way, which stretches from Newtown Road to Birdneck Road. Connections from Birdneck Road to the Virginia Beach Convention Center and Oceanfront will be examined.



**Estimated Total
Project Cost**
\$807 Million

Cost Source: Virginia Department of Rail and
Public Transportation & VDOT

Summary of Project

- The Virginia Beach Fixed Guideway project is currently under study (Virginia Beach Transit Extension Study); ROW acquisition/utilities coordination underway.
- Project reduces emissions, is compatible with Virginia Beach's Strategic Growth Areas, and provides connectivity to the Norfolk LRT.
- Project provides new travel options for major employment centers and tourist destinations.

Overview of Project Status

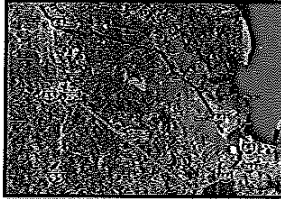
NEPA Status
Alternative Analysis / Environmental Impact Statement Underway Scheduled for completion by the end of 2013
Funding Status
Study Only Fully Funded
Preliminary Engineering Status
N/A
Right of Way Status
N/A
Construction Status
N/A

Richmond to Hampton Roads Passenger Rail Project

Project Description

SYSTEM: Intercity Passenger Rail
FROM: Hampton Roads
TO: Richmond/Northeast Corridor
DESCRIPTION OF WORK:

- Enhancement work along the existing Peninsula intercity passenger rail corridor to improve service/reliability (79-mph, 3 daily roundtrips)
- Enhancement work along the Norfolk Southern rail line to bring higher speed passenger rail service (90-mph, 6 daily roundtrips) to the Southside



Estimated Total
Project Cost
\$785 Million

Cost Source: Virginia Department of Rail and Public Transportation & TPO Inc.

Summary of Project

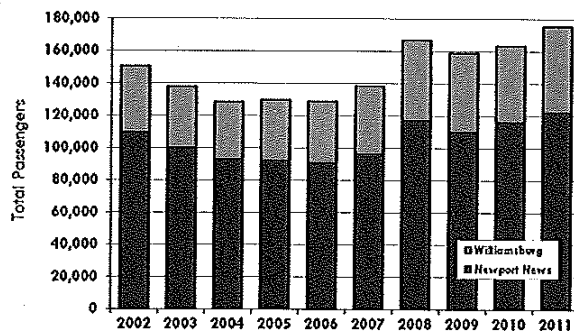
The Richmond to Hampton Roads Passenger Rail Project is a significant regional transportation project for the Hampton Roads region. A Tier I EIS is currently being finalized with the FRA, which then will allow the region to pursue a Tier II EIS process, studying detailed impacts of the project, and get it closer towards completing the NEPA process.

Overview of Project Status

NEPA Status
Tier I Environmental Impact Statement under FRA review
Funding Status
Not Identified
Preliminary Engineering Status
N/A
Right of Way Status
N/A
Construction Status
N/A

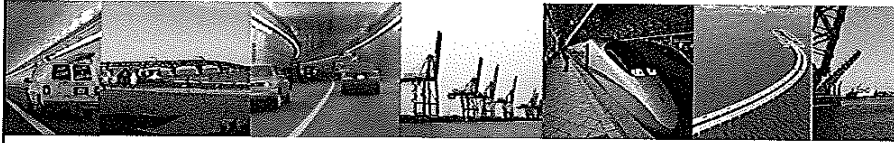
AMTRAK RIDERSHIP

TOTAL PASSENGERS BOARDING OR DEPARTING AMTRAK TRAINS IN HAMPTON ROADS, FFY 2002-2011



Data source: Amtrak Federal Fiscal Year from October to September.

QUESTIONS



Hampton Roads Transportation Planning Organization
723 Woodlake Drive
Chesapeake, VA 23320
(757) 420-8300
www.hrtpo.org



VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this "Agreement") is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

BACKGROUND

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency ("EPA") identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

"ASSISTING UTILITY" means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

"AUTHORIZED REPRESENTATIVE" means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

“EVENT AGREEMENT” means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

“PERIOD OF ASSISTANCE” means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

“REQUESTING UTILITY” means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

“MEMBER UTILITY” means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

“UTILITY EVENT” means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE

2.1 ASSISTANCE REQUEST – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

2.2 RESPONSE – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility's Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

2.3 EVENT AGREEMENT – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

2.4 AUTHORIZED REPRESENTATIVES – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

SECTION 3 – ROLE OF VA WARN COMMITTEE

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

SECTION 4 – TERM AND WITHDRAWAL

4.1 TERM – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

4.2 WITHDRAWAL – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility's obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES

5.1 MODIFICATION OF THIS AGREEMENT – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

5.2 MODIFICATION OF FORM OF EVENT AGREEMENT – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

5.3 ADMINISTRATIVE PROCEDURES – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party's ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT SIGNATURE PAGE**

MEMBER UTILITY

Utility Name: _____

Signature: _____

Signatory's Name (print): _____

Signatory's Title: _____

Date: _____

-- FOR USE BY VA WARN COMMITTEE ONLY --

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT
BY VA WARN COMMITTEE CHAIR**

Signature: _____

Signatory's Name (print): _____

Date: _____

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A
ASSISTANCE REQUEST FORM**

VA WARN MUTUAL AID AGREEMENT EXHIBIT A									
ASSISTANCE REQUEST FORM									
Event Name:					Requesting Utility:				
Date:									
Time:									
Requesting Utility Contact Name:									
Phone:					E-mail:				
Description of Assistance Requested:									
Specific Resources Needed:									
Mobilization:									
Date Needed:					Time needed:		Pick hrs:		hrs
Demobilization:									
Release Date:					Time needed:		Pick hrs:		hrs
Deployment Considerations:									
Work Location/Facilities:				Pick One:					
Working Conditions				Pick One:					
Living Conditions				Pick One:					
Health & Safety Concerns:				Pick One:					
Safety Concerns/Remarks:									
Additional Conditions Comments:									
Requesting Utility Resource Coordination Contact				Name/Title:					
Phone:					E-mail:				
Staging Area:				Location:					
Address 1:									
Address 2:									
City:					State:				Zip:
Authorized Representative Name:							Date:		

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B
EVENT AGREEMENT FORM**

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT

THIS EVENT AGREEMENT (this "Agreement") is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

BACKGROUND

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network ("VA WARN") and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

SECTION 2 – SCOPE OF ASSISTANCE

To support the Requesting Utility's response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility's right to recall its personnel and resources in whole or in part and the Requesting Utility's right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID

3.1 SUPERVISION, CONTROL, AND RECALL – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

3.3 COMMUNICATIONS – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

3.4 RIGHTS AND PRIVILEGES – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

3.5 SUMMARY REPORT – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

SECTION 4 – REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

4.1 PERSONNEL -- During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

4.2 EQUIPMENT -- The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

4.3 MATERIALS AND SUPPLIES -- The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

4.4 RECORD KEEPING -- The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

4.5 PAYMENT -- Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

4.6 WAIVER OF REIMBURSEMENT – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility's obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

SECTION 5 – INSURANCE

5.1 WORKERS' COMPENSATION COVERAGE – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.

5.2 AUTOMOBILE LIABILITY COVERAGE – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official's liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party's ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
EVENT AGREEMENT SIGNATURE PAGE**

REQUESTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

ASSISTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

VA WARN EVENT AGREEMENT ATTACHMENT A

SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

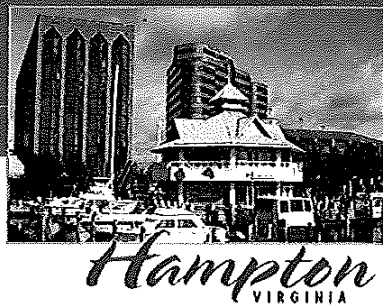
Assisting Utility:			
Assisting Utility Authorized Representative:		Date:	
Requesting Utility:		Date:	
Event Name:		Time:	
Requesting Utility Contact Name:			
	Phone:	E-mail:	
Description of Assistance Offered:			
Specific Resources Available:			
Assisting Utility Resource Coordination Contact:			
	Phone:	E-mail:	
Mobilization:			
	Date Available:	Time needed:	Pick hrs: hrs
Demobilization:			
	Date Released:	Time needed:	Pick hrs: hrs

COST ESTIMATE (details below):			
Total Cost Estimate:		Total Cost Estimate (Total from Excel sheet):	\$0.00
Total Travel Costs:			
# of fuel consuming equipment:		# of non-fuel consuming equipment:	\$0.00
Travel Costs:			
Personal Vehicle:		Vehicle Rental/Fuel/Mileage:	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	
Notes/Comments:			
Total Equipment Costs:			\$0.00
Equipment Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			
Total Commodity (Materials & Supplies) Costs:			\$0.00
Commodity Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			
Total Other Costs:			\$0.00
Other Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			

[illegible]

Conditional Privilege Application

No. 124-2012



I CAN
Childcare & Learning Center
3355 Commander Shepard Blvd

City Council
July 11, 2012

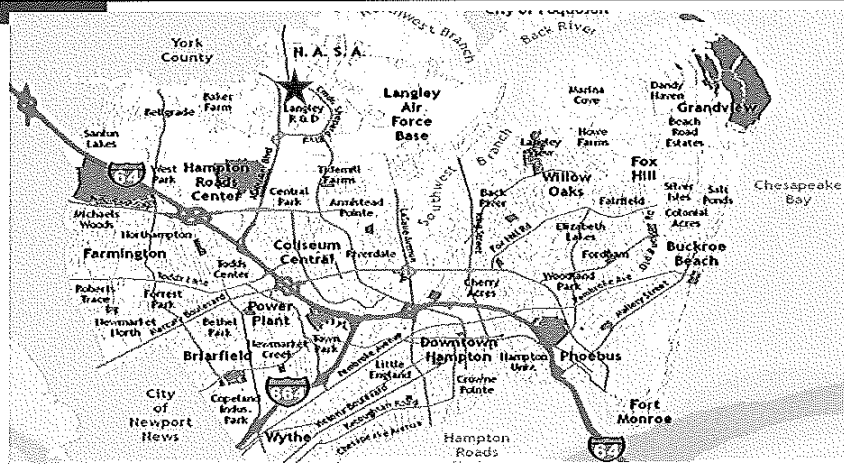
Application

- Monday-Friday 6 am – 6:30pm
- Up from 76 to 90 clients
- Ages 6 weeks to 5 years old

Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

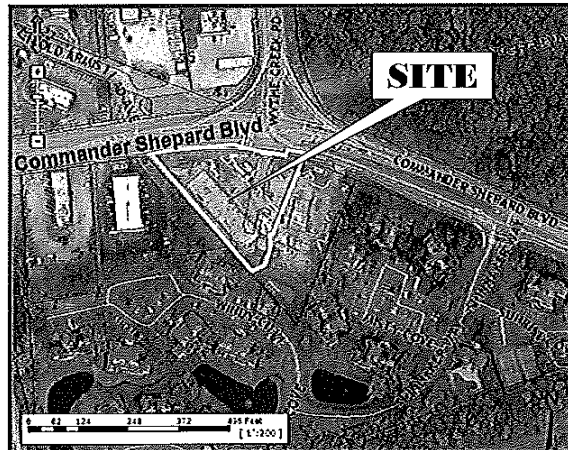
Location Map



Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

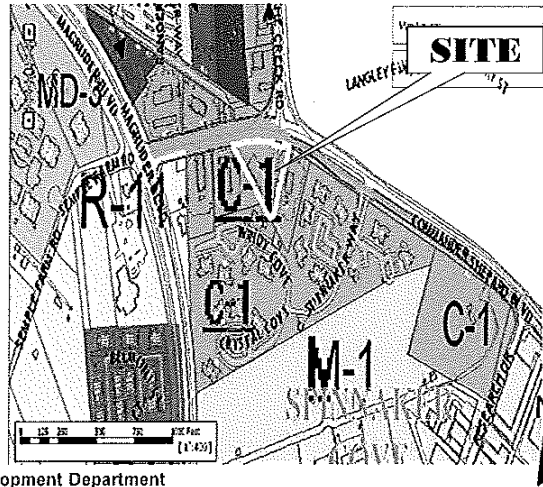
Location



Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

Zoning



Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

Background

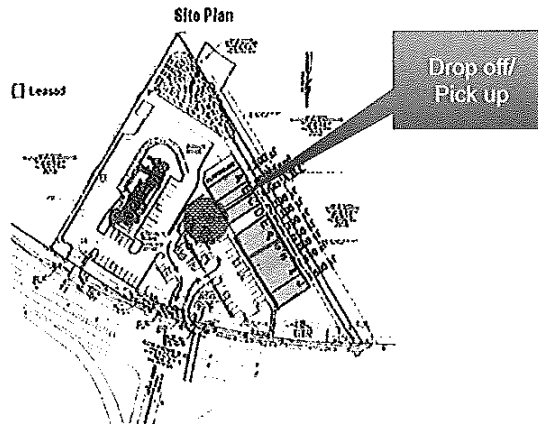


- 4 Shopping Center
Constructed 2009
- 4 Daycare proposal
approved January 2010
- 4 Daycare proposes
expansion April 2012

Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

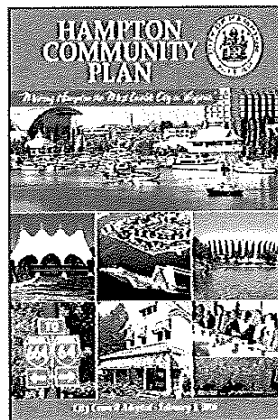
Traffic Circulation



Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

Public Policy

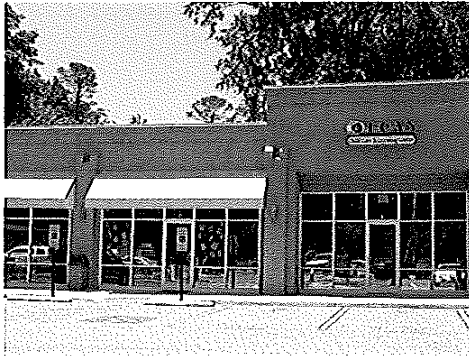


- 4 Promotes nurturing youth environment
- 4 Promotes community facilities & services
- 4 Promotes small business

Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

Conditions



- 4 Hours of operation
- 4 Enrollment
- 4 Licensing
- 4 Termination

Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

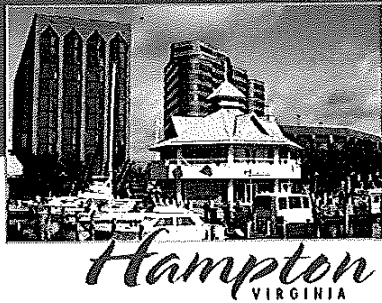
Recommendation

**Approve
Conditional Privilege Application
No. 124-2012
with 11 conditions**

Community Development Department
Planning Division
July 11, 2012

Conditional Privilege No. 124-2012

Conditional Privilege Application No. 125-2012



Pawn Shop
4908 W. Mercury Blvd
Suite A

City Council
July 11, 2012

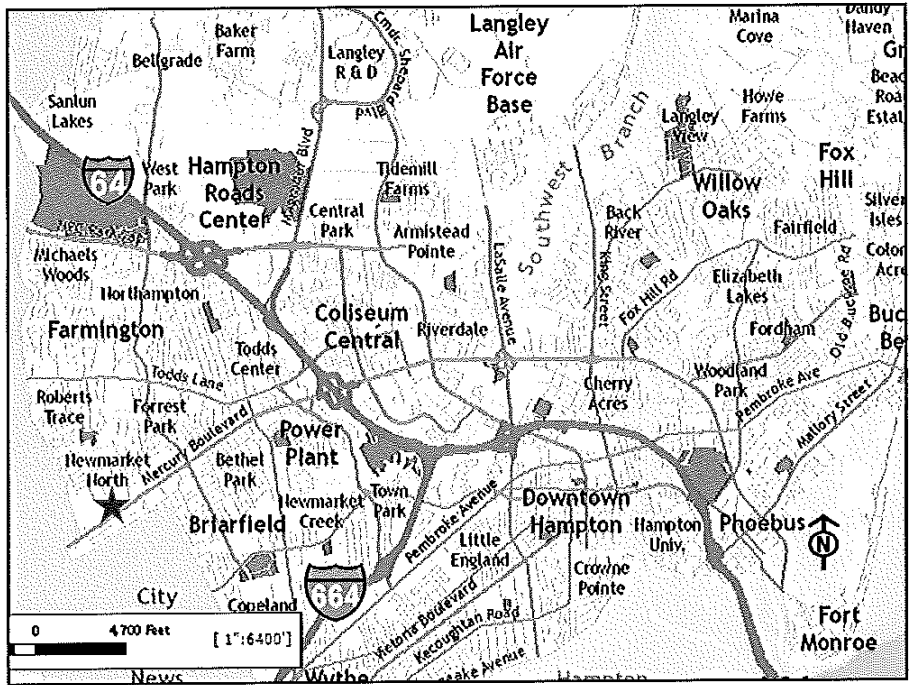
Application

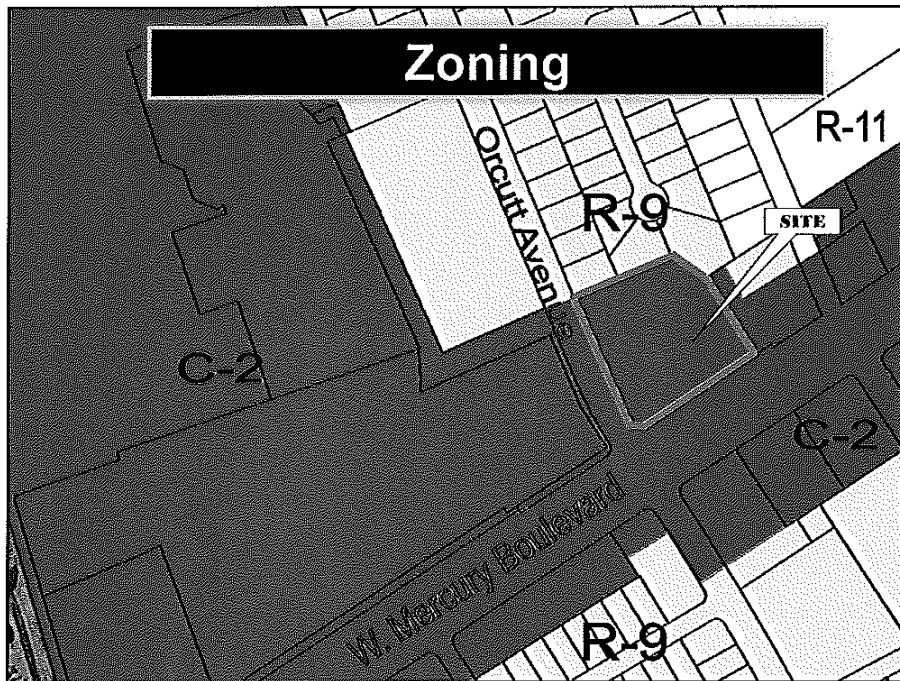
Conditional Privilege

- Pawn shop
- 8 Conditions

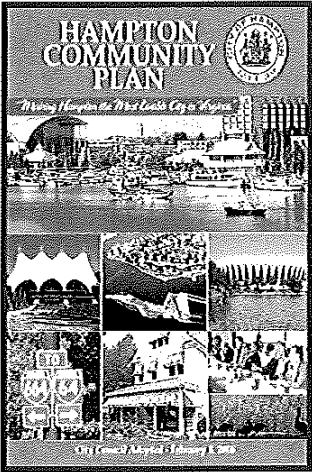
Community Development Department, Planning Division
July 11, 2012

Conditional Privilege #125-2012
Slide 2





Public Policy



- 4 Commercial use
- 4 Support small businesses


(Adopted 2006 by City Council, as amended)

Community Development Department, Planning Division
July 11, 2012

Conditional Privilege #125-2012
Slide 6

Community Meeting

May 2012 Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31 		

www.pettableclub.com

Community Development Department, Planning Division
July 11, 2012

Conditional Privilege #125-2012
Slide 7

Summary of Conditions

✦ Hours of operation

✦ Licensing

Community Development Department, Planning Division
July 11, 2012

Conditional Privilege #125-2012
Slide 8

Recommendation

**Recommend Approval of
Conditional Privilege No. 125-2012
with 8 conditions**

Community Development Department, Planning Division
July 11, 2012

Conditional Privilege #125-2012
Slide 9

Community Development Department-Planning Division
July 11, 2012

Conditional Privilege #125-2012
Slide 10